



## 1. Terms and Conditions.

### Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Booking”</b>	means a booking (made as set out in this Agreement) for particular Services for an Event;
<b>“Booking Form”</b>	means the booking form [attached to this Agreement] <b>OR</b> [[made available] [provided] by Us to You] containing details of the Services and the Event, including the start and finish times of the Services;
<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Business Day”</b>	means Monday to Friday inclusive excluding bank and public holidays in England;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to this Agreement means an individual who receives or uses Services from Us for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Deposit”</b>	means the deposit amount stated in the Booking Form, being on account of the Fees;
<b>“DJ”</b>	means Us or the person who We nominate to provide the Services for Us;
<b>“Event”</b>	means any party or other event arranged by You taking place at Your Premises at which We provide the Services as a part of the whole event;

<b>“Fees”</b>	means the total amount (calculated on the basis of Our Price List) payable for the Services;
<b>“Our Premises”</b>	means the premises at the above address
<b>“Price List”</b>	means Our standard price list of Fees for Our Services. The list of Services and their prices is available from (Facebook page);
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>“Services”</b>	means provision of services (on a date, at a time and for an agreed period of time) comprising playing of recorded music to a live audience [and the associated services outlined in the Booking Form];
<b>“We/Us/Our”</b>	means the [person] <b>OR</b> [company] whose name is set out above and whose place of business and contact address is [set out above] <b>OR</b> [and includes all Our staff (employees and agents)];
<b>“You/Your”</b>	means the individual to whom We agree to provide any Services for all or part of the Event; and
<b>“Your Premises”</b>	means the premises identified in the Booking Form at which the venue for the Event (where We are to provide the Services) is situated being any premises which You arrange to make available for the Event.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to a Clause or sub-Clause is a reference to a Clause of this Agreement;
- 1.3 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender; and
- 1.6 References to “writing”, and any similar expression, includes letter by post or hand, and electronic communications whether sent by e-mail, fax, [text message,] or other means.

## **2. Booking Procedure**

- 2.1 You must be 18 or over and a “Consumer” to book any Services.
- 2.2 We will not reserve or guarantee any particular time/date slot to provide Services nor will We provide any Services unless and until You make a Booking and pay for it as follows.
- 2.3 You may make an enquiry/request a quote by completing the enquiry form via Our Booking page on Our website for the Services required and the date and place of the Event concerned. You can check whether We can provide a service on the date(s) you require by using the Check Availability Function on the booking’s page. Should We be able to provide a Service on the date(s) selected you will be able to request a quote. The quote is provided in good faith based on the information You provide. If you are happy with the quote you will be directed to pay the deposit or the full amount via Our payment portal, make changes to your request or request more information. Please note that your quote and or payment is not confirmation of a booking until the contract has been signed by both You and Us.

- 2.4 You can also request information from Our website if you are not yet ready to make a booking. We aim to respond to your request within 3 business days.
- 2.5 You are responsible for making sure that the information on the Instant Quote Form is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.6 If You communicate any matter or detail to Us other than in the Instant Quote Form or detailed within the Event Planner document (that is sent to you once your online You have access to the online portal), it will not have any effect or form part of the Booking or the contract between Us and You, whether or not You communicate that matter or detail in Your enquiry by phone or in person or in writing, unless We specifically agree in writing that it will apply to the Booking.
- 2.7 The Online Client Portal (accessible direct from Our website will be where You can manage your event and communicate with Us as well as make payments. You will not have access to your portal 7 days prior to your event. We strongly encourage that You use the Online Portal for any communications and payments prior to the event taking place.
- 2.8 By completing and returning/submitting a copy of the Contract Agreement to Us signed by You, You confirm that you accept, and agree to be bound by, the terms and conditions of this Agreement.
- 2.9 Your return/submission of a Contract Agreement to Us, and Your payment of those Fees will be an offer to make a Booking on the terms and conditions of this Agreement for the particular Services and Event set out in the Insta Quote Form, but whether We accept or decline that offer will be for Us to decide in Our absolute discretion.
- 2.10 We will respond to Your offer within 3 Business Days after receiving Your completed Quote and Deposit by either accepting Your offer (i.e. confirming that We have submitted the contract to be signed by You) or by declining it. If We decline it, We will at the same time refund Your Deposit to You in full and will explain why We have had to decline Your offer.
- 2.11 Only if and when You submit to Us Your signed contract paid the Deposit and We have responded by sending You written notice of confirmation of the Booking will there be a "Booking" and only then will there be a binding contract between You and Us for Us to provide the Services.

### **3. Changes to Booking Details**

You may request changes to your Booking at any time before the Event (up to 7 days prior to the event after which You will not have access to your client portal. We will use reasonable endeavors to accommodate any requested change, but we shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change in accordance with the Packages We provide, and will notify You of any such amendment to Fees within 3 Business Days of receiving the request to make the change. After that notification:

If You accept the amended Fees, You may confirm the change and the amended Fees to Us in writing; or

- 3.1 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You wish to:

- 3.1.1 receive the Services at the original Fees agreed and without the requested change; or
- 3.1.2 cancel Your Booking on and subject to the cancellation provisions in this Agreement.

If You do not let us have any of the above confirmations within 3 Business Days after We notify You of the amendment to Fees, the Booking shall remain unchanged and We will provide the Services at the original Fees agreed and without the requested change.

Where such changes may include additional equipment provided by You Nineshoxxx Entertainment Ltd will not be responsible for any loss, damage, and theft of any such items caused by You and/or your guests at the Event. You are responsible for ensuring any additional equipment that You wish to be used at the Event meets the appropriate safety standards, a Portable Appliance Test (PAT) certificate may also be requested by US to ensure the equipment is safe for use. You are responsible for ensuring that any additional equipment is working at the time of the event Nineshoxxx Entertainment Ltd will not be responsible for any additional equipment that is not able to be used as intended. In the event any additional equipment provided by You is deemed by US to be unsafe and/or is not compatible with the requested equipment, We may still be able to provide the agreed service however Nineshoxxx Entertainment Ltd is under no obligation to refund fee's/costs incurred by You for any additional equipment that cannot be used at the Event.

#### **4. Fees and Payment**

- 4.1 After You have paid Us the Deposit, You must pay Us the balance of the Fees in full and cleared funds by no later than 7 calendar days after the Event, but if the Booking is made less than 14 calendar days before the Event, You must instead pay us the balance of the Fees with the Deposit when You return/submit your completed Quote to Us.
- 4.2 You must pay the Fees for all Services that We fully and correctly provide to You.
- 4.3 You may pay Us the Fees for the Services using any of the following methods:
  - 4.3.1 Via the online portal where you can select payment options e.g. deposit, or full balance.
  - 4.3.2 Via Card Machine Provided by Us (if applicable);
- 4.4 We may alter Our Price list without prior notice, but if any prices increase between the time when You make a Booking and the date of the Event, the price increase will not apply to You and the Fees will therefore not increase for the Event on that date.
- 4.5 NINESHOXXX ENTERTAINMENT LTD is not a VAT registered company and VAT is not added to fees.
- 4.6 If You state anything (whether in writing, phone or email) which We were not aware of when We previously quoted the amount of Fees payable and We decide that it necessitates altering that Fee quote, We will advise You of the revised Fee amount and ask You whether You still wish to proceed. Unless You confirm in writing that You do wish to proceed and pay the revised Fee amount, We will not accept the Booking.
- 4.7 The Instant Quote form must state Your estimate of the number of guests who will attend the Event, and the amount of the Fees payable will be based on that number as stated in the Packages we offer. If, however, at any time after You submit the Instant Quote to Us but before the date of the Event You notify Us

that You have revised the estimated number, the amount of the Fees may be altered by Us where the revised number is more than 25% greater than Your original estimate, and in that case Your revised estimate will be a change requested by You to your Booking for the purposes of Clause 3 above.]

- 4.8 If the number of guests attending the Event is more than 25% higher than the last estimate You notified to Us, We reserve the right to charge You an additional amount of Fees [where We have adapted the Services to cater for the increased number. **The maximum number of guests We cater for is 150-unless agreed in advance with You**]. The total Fees that You pay for the Services will then be the total amount that would be payable as stated in the Packages We Provide for the actual number attending the Event. If We decide to charge that additional amount, We will tell you at the Event and give You an invoice for that additional amount [at the Event] [or] [within 3 Business Days after the Event]. That invoice will be due and payable within 7 Business Days after We give it to You.]
- 4.9 If the number of [the audience][guests] attending the Event is less than You previously estimated and advised to Us and if according to the Price List, the Fees payable for the number attending is less than for the number that You previously estimated and advised to Us, You will not be entitled to any reduction in Fees for that reason [but where the number is significantly less, on request We will consider the circumstances and in Our discretion decide whether to make any reduction in Fees, and if We do so decide We will repay to You the amount by which We reduce the Fees].
- 4.10 [The calculation of the Fees will be based on total time which will be spent by Us at Your Premises, including parking, unloading, setting up/packing up, the period of time for which the Services are provided, all breaks taken by the DJ during that time, and his/her travelling time to and from Your Premises. We will advise You (when We tell You the amount of the Fees to apply) of the total amount of time We will need in addition to the time during which We provide the Services.]

## 5. Cancellation of Services and Consumer Rights

- 5.1 If, at any time after You pay Us all Fees in advance for all Services, You cancel the Services without giving Us the prior notice that We require to be given as follows, We will be entitled to keep some, or all of those Fees as follows.
- 5.2 You may cancel the Services without charge if You give Us a minimum of 30 days prior notice of the cancellation (In writing). If You do so We will refund to You any sum(s) You paid in advance. **Cancellation must be submitted in writing.**
- 5.3 If You give Us prior notice to cancel the Services (in writing) but do not give Us at least 30 days prior notice of cancellation of the Services, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation, **this includes retaining your deposit**. [For the purpose of this sub-Clause 5.3, Our net financial loss will include any loss arising from Our declining a third party booking We could have accepted but for Our acceptance of Your Booking.]

The cancellation charge will be limited to an amount equal to the total Fees for the Services.

We will be entitled to deduct that charge from any sum(s) You paid in advance for the Services, and We shall refund any balance to You. Where the charge

under this sub-Clause exceeds any such sum(s) paid in advance, You will be liable to pay Us the difference within 7 days after You give Us prior notice to cancel the Services.

- 5.4 If, due to exceptional circumstances including, but not limited to, illness, accidents, or bereavement affecting either You or the person for whom the Event has been arranged, or Your inability to run the Event due to non-availability of the Event venue at Your Premises, You cancel the Services without giving Us at least 30 days prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 5.
- 5.5 We may cancel a Booking at any time before the time and date booked for the Services in the following circumstances:
  - 5.5.1 [We agree to provide a particular DJ to provide the Services, but that person becomes unavailable for any reason beyond Our reasonable control and, in accordance with sub-Clause 6.7, We propose an alternative DJ who You do not wish to accept. If We do decide to cancel the Services in such circumstances We will refund to You in full the Fees You have paid Us for the Services less any costs We have incurred specifically for the Services which We are unable to save or recover; or]
  - 5.5.2 An event described in sub-Clause 8 below occurs and continues for more than 2 hours. If We do decide to cancel the Services in such circumstances, We will refund to You in full the Fees You have paid Us for the Services; or
  - 5.5.3 You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Booking under sub-Clause 5.3 at the time, We cancel under this sub-Clause 5.5.3; or
  - 5.5.4 We find that you are not a "Consumer" (as defined in Clause 1 above). If We do decide to cancel the Services in such circumstances We will refund to You in full the Fees You have paid Us for the Services less any costs We have incurred specifically for the Services which We are unable to save or recover.

If We cancel the Services in such circumstances We will have no liability to refund Fees or other liability for that cancellation except as above.
- 5.6 Prices for the Services are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 5.7 We may immediately terminate provision of the Services if:
  - 5.7.1 any act or omission or conduct of any person(s) at the Event in Our reasonable opinion renders it unreasonable for the DJ to continue or it amounts to Your breach of this Agreement; or
  - 5.7.2 the venue is outdoors, and weather conditions make it unsafe, impracticable, or unsuitable to provide the Services outdoors and You do not have a backup plan to use an indoor area at Your Premises.

You will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.
- 5.8 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 5.8, and they will be

in addition to the rights given to You by the above provisions of this Clause 5. You may for any reason cancel a Booking during the 14 day period after the Booking is made, but if the Booking is for any Services to be provided on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide such Services in that 14 day period and We do so, You may not cancel those requested Services and You must pay for them in accordance with this Clause 5. If You request that Your Booking be cancelled, You must confirm this in writing. If You cancel as allowed by this sub-clause 5.8, and You have already made any payment(s) to Us for the Booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Services covered by that Booking that We have provided.

## **6. Further Details of Our Obligations and Rights Relating to the Services**

- 6.1 The following will apply to each Booking in addition to all details set out in this Agreement and in the Booking process.
- 6.2 We will provide the Services:
  - 6.2.1 with reasonable skill and care;
  - 6.2.2 in accordance with all applicable statutory and regulatory requirements;
  - 6.2.3 in accordance with the description of the particular type of Services set out in the Quote form and/or event planning form [and any details relating to that particular type set [and/or] [on Our website]]; and
  - 6.2.4 in a format and with content which We decide unless We specifically provide confirmation in writing before the Booking is made of any particular format and/or content in which case We will provide the Services in accordance with that confirmation. [If that confirmation states that We will accept music requests, then if at least 14 days before the Event You submit a music request list for particular items of music, We will use reasonable endeavors to include them, but We will have no obligation to meet any requests received at the Event or less than 14 days before the Event];
- 6.3 We will ensure that We [and the DJ] are covered by public liability insurance cover for the provision of the Services.
- 6.4 We will provide all equipment for playing music, music media, lighting, staging, and PA system required to provide the Services.
- 6.5 Neither We nor the DJ will be responsible to supervise any dancing or other activity or to ensure the safety of any person attending the Event.
- 6.6 We will ensure that all electrical equipment that We use is maintained to a professional standard, PAT tested and, wherever possible, that backup equipment is available in the event of failure of Our equipment.
- 6.7 If We agree that a particular DJ is to provide the Services, We will use reasonable endeavors to provide that DJ. However, We will be entitled to arrange for an alternative DJ if for any reason the DJ agreed becomes unavailable at any time to provide the Services at the Event.
- 6.8 If at any time You ask Us to begin any Services later than the time agreed for them as set out in the Quote or event planning forms (whether or not due to the Event beginning later than the time stated in the Quote or Event planning forms), and consequently We have to begin the Services later than that agreed time, then, if the DJ arrives for the Event and is ready to provide the Services

at (or before) the agreed time, We will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Booking Form.

- 6.9 [If You request the DJ to stay beyond the agreed finishing time and he/she agrees to do so, You will pay Us an amount of Fees calculated at Our overtime rate (pro rata) set out in the Quote based on the package You selected (prices will be worked out to the nearest 30 minutes) for the additional time he/she spends. We will give You an invoice for that amount [[at the Event] [or] [within 3 Business Days after the Event]]. That invoice will be due and payable within 7 Business Days after We give it to You.] **There will also be the option to pay by card at the event for the overtime amount.**
- 6.10 [Where the period of time agreed for the DJ to provide the Services (excluding setting up/packing up etc.) exceeds a total of 120 minutes, the DJ may if he/she wishes take [two breaks of 20 minutes each approximately during the period when he/she provides the Services] **OR** [a break of 10 mins approximately midway through], and [that break period] **OR** [those break periods] shall be included in that total of 120 minutes.]
- 6.11 [We will be responsible to remove all equipment and other things which the DJ brings to Your Premises but not for any other items or for cleaning or tidying up any part/s of Your Premises after the provision of the Services].
- 6.12 [We will provide reasonable cooperation and liaison (before and at the Event) with any third parties who You notify Us will be providing other services at the Event provided that We are not required to provide any services other than the Services.]
- 6.13 [We will not be obliged to begin or complete setting up sooner than We have allowed for to ensure that We are ready to begin the Services at the agreed start time for the Services nor to begin taking down later than the agreed finish time for the Services.]
- 6.14 [Where the venue has a sound limiter installed, but, in breach of sub-Clause 7.10 below, You fail to advise Us in writing of that installation before We accept the Booking, then if the sound limiter prevents altogether or adversely affects Our provision of the Services over any or all of the period that We agreed to provide the Services, You accept that risk, and consequently We will not be in breach of contract and You will not be entitled to any refund of Fees.]
- 6.15 We only make Services available to a "Consumer" (as defined in Clause 1 above), and Your completion of a Quote form will be deemed to be Your confirmation that You will be a "Consumer" in connection with any Booking by You.

## **7. Your Obligations**

You must ensure that:

- 7.1 Your Premises are available for the DJ to provide the Services on the date and time of the Event as set out in the Booking Form and that Your Premises are ready for the DJ to set up at the agreed set up time so that the DJ can unload, bring in, and set up all necessary equipment from that time;
- 7.2 where the venue at Your Premises for the Services is outdoors, You have a backup plan to use an indoor area at Your Premises where weather conditions make it unsafe, impracticable or unsuitable to begin or continue the Services outdoors;
- 7.3 You are present throughout the time when We provide the Services;
- 7.4 Your Premises are safe and suitable for the DJ to provide the Services;

- 7.5 the following are available for the DJ at Your Premises on the date and during the hours of the Event:
- 7.5.1 sufficient space at Your Premises to deliver the Services [(including a [6]-foot by [6]-foot area for setup, space for setting up speakers [and lighting stands])] and for the [audience][guests] to engage in dancing;
  - 7.5.2 suitable free-of-charge parking within reasonable proximity of the set-up area to allow the DJ to unload and load equipment and park his/her vehicle for the duration he/she is at Your Premises for the purpose of providing the Services;
  - 7.5.3 ramp or lift access between the parking area and the setup area;
  - 7.5.4 such facilities, equipment and utilities as the DJ may reasonably require to provide the Services, including a power supply no more than [15] feet from the DJ's set up location [comprising [one][two] [13] [-amp circuit outlet[s] from [a] reliable power source[s] along the wall of the set-up area free of all other connected loads, [plus [one][two] additional outlet[s] on [a] separate circuit[s] for lighting where lighting is part of the Services]]; and
  - 7.5.5 appropriate refreshments for the DJ if he/she will be at Your Premises for longer than 2 hours in total for the Event (including time engaged in parking, unloading, setting up/packing up equipment) [unless, where such refreshments cannot be provided, you have notified Us at least 48 hours before the Event so that the DJ can make other arrangements];
- 7.6 [neither You nor any other [guest][person] attending the Event gains access to, uses or interfere with any microphone, recordings, or other equipment belonging to Us or the DJ without the DJ's express permission. You cannot assume that permission will be given to You or any such [guest][person] to use any such equipment for any aspect of the Event or other purpose;]
- 7.7 [Where the total period of time agreed for the DJ to provide the Services (excluding setting up/packing up etc.) exceeds 120 minutes, and you wish the DJ to take a break of 20 mins or more during that period, he/she will only be required to do so if We and You have previously expressly agreed to such a requested break and the length of the break. Such an agreed break shall not be included as part of the period for which the Services are to be provided;]
- 7.8 if You or any other person (other than the DJ) at Your Premises negligently causes damage to equipment or other property belonging to Us or the DJ, You must reimburse Us for the cost of repairing/replacing the equipment or property up to a maximum total amount of £ [2],500 for all items;
- 7.9 [You do not, and You do not permit any [guest][person] at the Event to record, reproduce, or transmit from the venue, in any manner or by any means whatsoever any of the DJ's performance or any music played by the DJ, unless and except as We may expressly agree in writing;]
- 7.10 [where the venue has a sound limiter installed, You advise Us [in the Booking Form or otherwise] in writing of that installation before You submit/return the Booking Form, to enable Us to decide whether or not We will accept the Booking on that basis;]

## **8. Events Beyond Our Reasonable Control**

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that does or is likely to

adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended when the event occurs and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Services available. You may, without liability to Us, cancel any Services which We do not provide due to that event, and We will refund in full the Fees that You have paid to Us for the cancelled Services.

### **8.3 Covid-19 and Social Distancing**

Due to Covid-19 the UK Government has put in place Social Distancing measures to reduce the spread of the Covid-19 virus. You are responsible for ensuring that you and any guests are free of any related Covid-19 Symptoms and ensuring Social Distancing measures are being complied with to as set out by the UK Government at the time of your event. This may include guests not to approach the DJ and or DJ area without wearing a face mask. In the event guests wish to make song requests and if it is not possible for guests to approach the DJ directly a notebook and pen can be used to convey the request.

Should your event (having already been paid either by deposit or in full) need to be cancelled due to changes by the UK Government Covid-19 policy, your event can be postponed subject to a further date from YOU being offered and confirmation that We are able to provide services on the new date. If it is not possible to reschedule and You cancel the event cancellation fees are still applicable.

## **9. Limitation of Liability**

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of this Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide and sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Whilst we endeavour to ensure that the form and content of entertainment comprising the Services will be suitable for and enjoyed by the [guests][audience] at the Event, We are only able to take into account the age range of [guests][audience] and the musical taste/s or requirements to be catered for if they are stated in the Booking Form. Provided that We reasonably endeavour to take into account the information about age/taste or other requirements stated in the Booking Form, We will not be responsible or liable if You or the person for whom the Event is arranged, or any other person/s either do not enjoy the Services or find them unsuitable.
- 9.4 Nothing in this Agreement is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.5 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in this Agreement is intended to or will exclude, limit,

prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 9.5.1 the Consumer Rights Act 2015;
- 9.5.2 the Regulations;
- 9.5.3 the Consumer Protection Act 1987; or
- 9.5.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **10. Changes to Terms and Conditions**

We may from time to time change the terms and conditions of this Agreement without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **11. How We Use Your Personal Information (Data Protection)**

11.1 To the extent that You provide Us with any personal information, You warrant that that personal information is accurate and complete.

11.2 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

11.3 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice [available from <https://www.nineshoxentertainment.co.uk>]

## **12. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your offer comprising Your return of the completed Booking Form and Your payment of the Deposit) except where that information is already apparent from the context of the transaction. We have included the information itself either in this Agreement for You to see now, or We will make it available to You before We accept Your offer. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **13. Information**

As required by the Regulations:

- 13.1 all of the information described in Clause 12; and
- 13.2 any other information which We give to You about any Services or Ourselves and Our business which You take into account when deciding to make a Booking or when making any other decision about Services

will be part of the terms of Our contract with You as a Consumer.

## **14. Complaints and Feedback**

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have

any complaint about the Services or any other complaint about Us, please raise the matter with [Us] **OR** Courtney Burke who can be contacted [by] [email [admin@nineshoxentertainment.co.uk](mailto:admin@nineshoxentertainment.co.uk)] or by phone 07951367599].

A feedback form will be sent to You up to 10 days following your event, you are not obliged to complete this form however it would help Us to improve our services.

## **15. Miscellaneous**

- 15.1 If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of the terms and conditions of this Agreement.
- 15.2 No failure or delay by Us or You in exercising any rights under this Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 15.3 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

## **16. Law and Jurisdiction**

- 16.1 This Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 16.2 As a consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between You and Us relating to this Agreement or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.