

DJ Agreement

The following terms and conditions shall apply to all business relations between DJ Near Me of 106a Clarence Road, London, United Kingdom, E5 8HB (hereinafter "DJ Near Me" or "we") and you the Service Provider (hereinafter referred to as "DJ" or "You") concerning your Service on the DJ Near Me Platform (hereinafter "DJ Near Me").

1. Our Relationship

- 1.1. This Agreement begins with your registration on DJ Near Me and continues until terminated in accordance with this Agreement.
- 1.2. DJ Near Me hereby engages you as an Independent Contractor and you will be self-employed, DJ Near Me acts solely as an Agent and therefore you are responsible for your own Taxes, Social Security & Disability Insurance.
- 1.3. You understand that you are not entitled to medical, retirement, vacation, paid or unpaid leave, or any other benefits.

2. Bookings

- 2.1. You understand and agree that DJ Near Me only provides the Technical Environment to enable DJ Near Me's Clients to book your services and that DJ Near Me does not assume any liability for any bookings.
- 2.2. We are under no obligations to find you DJ Bookings.
- 2.3. You are under no obligation to accept DJ Bookings.
- 2.4. You are not signed to us and are free to promote yourself at gigs, we ask that you do so in a professional manner though.
- 2.5. You warrant that you have the necessary skills to perform the Services.
- 2.6. Giving false information e.g. stating you can do Weddings, or that you are a Multi-Genre DJ but you are really a specialist House DJ or not meeting the minimum standard required of you as a DJ (selecting songs in an appropriate manner) will result in suspension of your account pending further investigations.

3. Fees and Payments

- 3.1. We charge the following fee on our platform £50 or 10% whichever is greater, we take this fee from the client as a deposit and as confirmation of your booking, you can ultimately pass this fee onto the client by factoring this into the price you charge on our platform. We may change the above fee if we choose to at any time but will notify you beforehand.
- 3.2. You are responsible for collecting the balance due to you on the day, you can collect this in cash or via bank transfer, we suggest you collect this payment after you have set up but prior to you playing any music. We cannot intervene in any disputes regarding balance payments, or be held liable, any disputes are between you and the client.
- 3.3. You agree to be paid via invoice on occasion, (normally for Corporate Events), we will help you raise an invoice if need be and chase any outstanding invoice if necessary.

4. Communication

- 4.1. You must communicate with DJ Near Me promptly during the booking process.
- 4.2. During any preliminary Zoom meeting (before a deposit has been paid and you have been booked) you must not disclose any of your personal details to the client e.g. your name, DJ name, links to Social Media or Mixes.
- 4.3. You agree that you cannot communicate with the clients outside of the DJ Near Me platform until you have been booked by the client.
- 4.4. You must communicate with the client promptly e.g. as soon as a booking has been made and the deposit has been paid.
- 4.5. If possible you should visit the venue, in the event that you can't you should request floor plans or video footage.

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5. Conduct

- 5.1. If you sense any tension between you and the client after you have been booked, you must let us know immediately so we can intervene and find a replacement DJ if necessary. If we have to find an alternative DJ, you will forego any deposit payment made.
- 5.2. You should behave in a professional manner during the booking process and on the day of the event. Failure to do so and after further investigation your account may be suspended.
- 5.3. You must dress appropriately for the event and meet any other client requests within reason e.g. Music Genres to be played, accept song requests and play radio edits if needed.
- 5.4. You must arrive on the day as early as possible, ensuring you have enough time to set up your equipment and start on time.
- 5.5. Your safety is important to us, in the unlikely event during a Booking you feel threatened, intimidated or have been abused, please report this to the client. If things are not resolved or escalate, please leave the venue or call the Police.

6. Equipment

- 6.1. You must ensure all Insurance, PAT and CRB Policy Documents/Certificates are in date.
- 6.2. You must make sure that you take necessary precautions so that nobody is injured or harmed by equipment that you use when you are performing the Services.
- 6.3. You should ensure your equipment is sufficient for the event e.g. your speaker wattage is sufficient and that you have back up equipment in the event of an emergency.
- 6.4. We cannot be held liable for any injury to you, your guests, or any damage to your equipment, you must have regard for your own safety and the safety of others and have insurance in place where appropriate.

7. Termination and Cancellation

- 7.1. You can leave the platform at any time, all we ask is that you give us one week's notice via email.
- 7.2. Under normal circumstances we will also give you one week's notice.
- 7.3. If a client has to reschedule this will be classed as a cancellation and DJ Near Me's cancellation/refund policy will apply.
- 7.4. In the event that a client needs to reschedule you should try where possible to accommodate the new date.
- 7.5. In the event you need to cancel a booking you must give us enough notice so we can arrange cover (72 hours minimum), if you cancel you will forgo any deposit payment and other than in an emergency last minute cancellations will result in your account being suspended, a No Show will result in you being removed from the platform.
- 7.6. If the client cancels and the event is one week or less away, we will pay you the full deposit collected minus any Stripe fees, between three weeks and eight days to the event, half of the deposit minus Stripe fees will be paid to you, more than three weeks to go until the event we will retain the full deposit, and nothing will be paid to you.
- 7.7. In the event that you cannot fulfil your role to perform on the night and this is of no fault of the client, you must agree to a partial or full refund of any balance payments that have been given to you.
- 7.8. Failure to adhere to the above may result in suspension of your account (pending further investigation) or removal of your account from our platform.

8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, DJ Near Me accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Platform or any information contained therein. Users should be aware that they use the Platform and its Content at their own risk.
- 8.2. DJ Near Me shall only be liable for damages in the event of intent or gross negligence. DJ Near Me shall only be liable for the negligent breach of essential contractual obligations (cardinal obligations).

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9. Entire Agreement

This Agreement represents the entire agreement between you and DJ Near Me. This Agreement may be amended only by mutual written agreement of DJ Near Me.

10. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

11. Governing Law

This Agreement will be construed in accordance with and governed by the laws of England and Wales.