

# Agreement to hire High Sierra Disco

## General

This agreement is between High Sierra Disco (hereinafter known as High Sierra) and the hirer of High Sierra (hereinafter known as the customer). This agreement applies from the time a deposit is paid for the hire of High Sierra until completion of the contract between High Sierra and the customer, which, unless otherwise stated, shall be one hour after the end of the disco. If the customer wants a paper copy of this agreement, High Sierra will provide this as long as a proper postal address is provided.

## Dates and Times

High Sierra will provide music as requested by the customer for a period of time, and on the date agreed between the two parties, details of which will be the subject of email or written communication between the two parties. High Sierra will provide written confirmation of these details and send them to a postal address given by the customer. If the customer does not give a postal address, and if these details cannot be hand-delivered, any such details held electronically will be deemed to be an accurate version of the customer's requirements.

High Sierra needs a minimum of one hour to set up the disco in order to be able to start at the agreed time. It is agreed that this hour will be available for setting up purposes. It is the responsibility of the customer to make the necessary arrangements at the venue for High Sierra to have access to the venue at least one hour before the disco is due to start. High Sierra will move all their equipment away from the venue as quickly as possible after the disco has finished and will make every effort to leave the area they have been using in the same state as it was at the start of the disco.

## Cost

The cost of the disco will be discussed and agreed between High Sierra and the customer. The cost may include extras (such as extras to the sound or light system for a larger venue) – all these details will be given in a written quote. All payments are to be made to High Sierra in advance before the disc jockey can start playing music.

## Payment

Payment of a non-refundable deposit for the disco must be made at the time of booking. Payment can be made by cash or cheque (cheques, with a valid bank guarantee card, payable to A. Flintoff). The balance is payable either up to 7 days in advance of the disco by cheque, or after that by cash (this could be on the day of the disco) before the disco starts. A written receipt will be given for all monies paid.

## Damage

The customer is responsible for the actions of the people attending the disco (other than those employed by High Sierra or those employed by the venue) and, as such, is responsible for any damage that might occur to equipment owned by or hired to High Sierra. Any such damage must be paid for by the customer at the full replacement cost for the equipment so damaged.

## Cancellation

The following cancellation fees are applicable:

Cancellation more than 28 days prior to the date of the disco	No cancellation fee
Cancellation between 8 and 27 days prior to the date of the disco	25% of balance payable
Cancellation between 0 and 7 days prior to the date of the disco	100% of balance payable

All of these cancellation fees are on the basis that the deposit for the disco is non-refundable.

## Responsibilities and Arbitration

It is the responsibility of the customer to ensure that the venue has a suitable music licence and that the times agreed for the disco do not breach that licence. It may be necessary for the venue to have other licences, such as PPL (Phonographic Performance Ltd on) licence ([www.ppluk.com](http://www.ppluk.com)) or the Performing Rights Society ([www.prs.co.uk](http://www.prs.co.uk)). High Sierra recommends that the customer discuss licensing issues with the venue. High Sierra cannot be responsible for any breach of licensing laws.

High Sierra will provide the disco and will make every effort to provide the music which the customer requires. High Sierra will abide by these terms and conditions of hire. It is the responsibility of the customer to read and understand this agreement before clicking the link to indicate their acceptance of the terms and conditions.

The terms and conditions are binding on both parties. In the event of any dispute which cannot be settled between the two parties, an independent arbitrator will be chosen by both parties and the judgement of that arbitrator will be binding on both parties. The cost of appointing such an arbitrator will be equally borne by both parties.

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