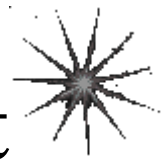




Raven Entertainment



Hire Contract

The following documentation must be agreed, signed and returned to Raven Entertainment in order to confirm a booking.

Who can hire

1. Only a person over the age of 18 years can enter into this contract, persons less than 18 years of age will require their parent or guardians consent and signature. Photographic identification maybe requested to confirm proof of age.

Bookings

2. We won't confirm a booking until we are sure we have a DJ available to cover your booking date, we don't just say yes over the phone and hope for the best.
3. Email enquiries are usually actioned within 24hrs of receipt.
4. We don't accept "Tentative Bookings"!
5. A booking is usually confirmed Monday to Friday after 6pm, on the day you call, sooner if you call us over the weekend. The reason is our DJ's all have day jobs and are usually not in the position to receive calls between 9am to 5pm, hence, returning your call after 6pm to confirm a booking.

What we require

6. You will need to arrange with the venue to supply a table and chair for our equipment and DJ. If a booking is for a wedding, then you'll also have the option of dressing the table to be same as the reception or we will use one of our black tablecloths. The table should be a standard trestle size (2m x 1.2m). It should be located near a power outlet to connect the DJ equipment. If no close power outlets are available then please advise us so we can take additional power leads. If the function is at your home we will still require a table to be provided, please note our DJs don't have the capacity to carry tables in their vehicles.
7. If you are unsure of your functions viability then please don't make a booking or payment.

Payment

8. All hires (*excluding Venues) require full payment finalised at least 6 weeks in advance to confirm the booking (no payment = no booking) if you are unsure of your functions viability then please do not book and pay.
9. *Venues can pay on the night or within 7 days from the completion of the booking.
10. Once we have confirmed your booking we will lock in your date - we will be at your function. (This is our service commitment to you.)
11. Extending your booking on the night of the event can only be done by cash payment, venues as per above.
12. Cheques will only be accepted prior to the booking, (Cheques will not be accepted on the night for extensions).
13. Credit Card payment can be made on the night via the website; however this will attract a 2.9% surcharge and the booking will only continue once email confirmation from Pay Pal has been received and confirmed by the Manager.

14. EFT payments can be made to the Beyond Bank (EFT payments cannot be accepted on the night for extension of bookings as we have no way to verify payment has been received);

- Account Name: Raven Entertainment
- Account Type: S70 Business Account
- BSB: 325-185
- Account No: 03425330

Cancellations

15. Should you cancel the booking for any reason, the following cancellation policy will apply;

- 4 weeks or greater to the booking date refund of payment less 25% of the hire fee;
- 3 weeks prior the booking date refund of payment less 50% of the hire fee;
- 2 weeks prior the booking date refund of payment less 75% of the hire fee;
- 1 week (7 days) prior to the booking date 100% loss of the hire fee.

(While we are sympathetic if a cancellation occurs, we are usually unable to re-book a date hence the policy. We may at our discretion rebook the date for you to an alternative date however this will incur an additional \$100 payment.)

Timing & Extensions

16. The timing of the booking is fixed once the DJ and equipment arrives. The DJ will generally arrive approximately 30 - 45 minutes prior to commencement of the booking, earlier, if additional equipment or an early setup has been requested.

17. For bookings that require the equipment to be set up any earlier than 60 minutes prior the commencement of the booking then a \$50 surcharge is applicable.

18. Please be aware our DJs are not expecting to have to relocate people, furniture nor park their vehicles 5km from the function, for home functions we expect a driveway position will be made available on our arrival. If we have to re-set the area this will impact on your booking time. For example if the booking was made for a standard 4 hour set and we arrived at 7.30pm for an 8pm start, then we spent an additional 30 minutes simply moving people and furniture out of the way to set up the equipment, which in turn delayed the start time until to 8.30pm we will still finish the booking at 12am. Asking us for the extra 30 minutes of music would be the same as seeking to extend the booking which will incur an additional charge. If on the other hand the delay was caused by us we will play until 12.30am or refund to you 30 minutes of lost time.

19. Should you wish to extend the booking, then, subject to the DJ's approval the following applies;

- additional payment will be required in **cash** and in advance to continue or email confirmation from "Pay Pal" has been confirmed.
- the minimum time block for any extension is 30 minutes.

20. If you have booked a function at a venue and it closes early no refunds/credits are given for any unused time remaining.

21. Unless prior agreement has been reached with the Manager the latest commencement time any booking is 10.00pm.

Equipment Use

22. Using our PA either for music (for example using your CD's/iPOD/thumb drive/HDD) or speeches during the function is classed as using our equipment and is counted as time spent on your booking. Constantly stopping and restarting the DJ does not mean stopping and restarting the timing of the booking. For example if we started playing music at 8pm and you directed the DJ to stop for say 30 mins to do your speeches/presentations etc your finish time would still be 12am which i.e. the standard 4 hour booking.

Harassment/Damaged Equipment

23. Our people are there to work for you and provide entertainment, they are not there to be harassed or abused at your event. Our aim is to provide a safe working environment for the DJs. If there is something wrong with the music selection or volume levels then please speak to the DJ. For any major concerns please ring "Greg" the Manager on **0411 121 579**.
24. While none of us are expecting any trouble on the night, at times this does occur whether fuelled by Alcohol, Drugs or a combination of both. We are not there to fight with anybody. As such our DJs don't tolerate any form of harassment. If our DJ is being harassed or abused this may result in the early termination of the booking! If this does occur NO REFUNDS will be given for any time remaining.
25. The DJ will endeavour to advise you in advance if they are experiencing any harassment or difficulties which maybe verbal or physical (for example being pushed around) they will seek your help/assistance cease the behaviour. In some cases one or more of your guests may need to be ejected from the function.
26. The DJ will provide you with two verbal warnings if they are experiencing any further harassment after the second warning the booking will be terminated.
27. Physical assault (for example being punched) to the DJ or damaging our equipment will result in INSTANT termination of the booking and the Police being called. Repairs and/or replacement of our equipment will be billed back to the hirer.
28. Asking our DJs to turn up the volume to excessive levels whether at a private dwellings or in function rooms is not a reasonable request. Our equipment will only deliver sound to a certain point for most functions. It will usually cover off in excess of what is needed for 100 guests. Pushing our equipment past this point will cause damage to speakers and to peoples hearing hence our DJs will not exceed a certain volume point. If you do require extra sound then additional speakers should be hired to achieve this. It is important to note the in some states the Police have the right to confiscate our equipment if a noise complaint has been made and they are called out, therefore we are not able to continue playing music at excessively loud levels after 10pm especially outdoors.
29. Any damage caused to our equipment either wilfully or by negligence will be billed back to the hirer for repair or replacement.
30. Our equipment includes the vehicle/s used to bring the equipment to the hire.

Photography

31. We generally take photos and video at our functions, this is used for advertising purposes showing people having a great time at our bookings on our web or face book pages. Photos are usually of the setup, general area and the dance floor with people dancing. By booking Raven Entertainment you agree to these photos and videos being taken and published, if you don't wish this to occur you need to advise us when you book. Please note at School functions no photos are taken.

Meals/Drinks

32. Depending on the function any booking covering an accepted meal period will require a meal to be provided the DJ (this is usually only applicable to wedding or corporate functions).
33. It is expected that soft drinks and water will be provided at no cost to the DJ for duration of the booking. This is standard industry practice when hiring performers/musicians/DJs etc.

Accommodation

34. Subject to where the booking will be held; overnight accommodation may be required to be provided to the DJ. The cost of providing any accommodation will be covered by the hirer. The is generally only applicable where the DJ is required to travel more than 2 hours or more to and from the booking and where the booking is expected to be concluded after 11.30pm. Our aim is to keep everyone safe. This is standard industry practice when hiring performers/musicians/DJs etc.

Limitation of Liability & Force Majeure

35. The Hire acknowledges that Raven Entertainment acts as a booking agent for the DJ's. The DJ's are independent contractors who should carry their own public liability insurance

and music licences. This has been specified by us to the contractors before we act as their booking agent. It is then up to each individual contractor to obtain and maintain their own insurances and music licences. The contractors are also responsible for their own workplace safety inspections and assessments prior to setting up a booking.

36. In the unlikely event you believe a claim for damages has arisen as a result of contractor failure any claim for damages should be pursued with the relevant contractor, not Raven Entertainment (the booking agent).

37. If Raven Entertainment acting as the booking agent is unable to honour your booking commitment due to circumstances outside our control we will do the following;

- With the Hirers approval, we will endeavour to sub-contract out the booking to a third party at no additional cost to the Hirer - however the Hirer will still be expected to pay the agreed cost of the booking; Or
- Where the above fails then the booking will be cancelled and the Hirer will be entitled to a refund of 110% of any payments received. This is the maximum limit of Raven Entertainments (the booking agents) liability to the Hirer.

38. Force Majeure – This is where we have attended the booking and it is cancelled on the day for any reason, No Refunds will be given.

My booking details

I agree to be bound by the hire terms and conditions as set out above and understand that I'm signing a legal hire contract. I understand that if I cancel the booking after full payment is made and confirmation from Raven Entertainment is confirmed I will be fully subject to the provisions contained in this document.

My booking will be held at:.....

Full Address:.....

Music Style required:.....

Date of the booking:.....

Start time:.....

Finish time:.....

The agreed fee is:

\$.....

Signed.....