

Terms and Conditions of JH Audio MK

1. 1.1 Josh Hodges Audio Milton Keynes (JH Audio MK) is the freelance trading name of Joshua Hodges.\
2. 2.1 “JHAMK”, “we”, “our”, or “us” means JH Audio MK.

2.2 “client”, “customer” or “you” means any person or organisation whom we are supplying services to. Any person(s) acting on behalf of the customer, will also be bound to this document.

2.3 “Equipment” means the goods, components, tools, equipment or vehicles required to deliver a service.

2.4 “Booking conformation” / “Quote” means the document detailing the packages and or services to be supplied to you together with any special terms of business agreed between you the client, and JH Audio MK.

2.5 “Services” means the package of goods and services set out in the booking confirmation/quote.

2.6 We reserve the right to update this document at anytime without notice to the public. It is the clients responsibility to review these terms prior to booking.

2.7 Should this document be updated during an active booking, JHAMK shall write in notice of any changes, and the previous version of this document shall remain in place until the booking is complete.
3. 3.1 The details and fees upon which we are prepared to supply services to you shall be set out in a quote, email or WhatsApp message. This will be sent to the client together with these standard terms.

3.1.1 This document is available in our email signatures from first contact, together with being readily available on our website.

3.1.2 We reserve the right to update this document without notification to the public

3.2 The receipt of an email from you, by JHAMK, acknowledging acceptance of the booking conformation/quote shall constitute acceptance of these Terms & Conditions.

3.3 By signing any relevant document regarding your event, by using our services, or confirming a booking by ways of email or text message, you automatically agree to all terms and conditions stated here in. By signing the final quote document or by replying to the email/text message in which this document was sent without stating otherwise, you agree to pay the full amount quoted.

3.4 Until acceptance by way of signature of the booking confirmation/quote or by written confirmation via email/text message, has been received by JHAMK, we shall be under no obligation to supply services or any part there-of.

3.5 The signed quote/booking conformation must be returned to JHAMK via email within 7 working days before the client’s event date specified. Failure to return the document within this timescale will result in the immediate termination of the quote, and the booking thereafter. Any variation to this term shall be outlined by JHAMK upon booking.

3.6 By signing a quote, or confirming in writing via email/text message, you will confirm and secure your booking with us on the date specified under “event date”. You also agree to pay the full amount quoted upon receiving the invoice.
4. **Payments and Invoices:**

4.1 Where bank details have been provided to the customer in writing or via invoice by JHAMK, all payments must be made in accordance to this document and any timescales specified on our invoices.

4.2 Invoices submitted by JHAMK to the client after services have been provided must be paid within **14 days** from the date stated under “invoice date”. A due date will also be provided in the same document.

4.3 If agreed prior, Invoices submitted by JHAMK before services have been provided must be paid a minimum of 7 days before the event date. Any variation to this standard condition will be detailed in your quote or via email communication between JHAMK and the client. Where this is the case, JHAMK will write to the client in notification of this term during the booking process. Failure to make payment a minimum of 7 days before the date specified under “event date” shall result in immediate termination of your booking, and JHAMK shall be under no obligation to provide equipment/services thereafter.

4.4 Where payments are not made by the due date stated in the invoice, JHAMK reserve the right to charge a late payment fee, at the rate of 5% of the total invoice. This shall be calculated on a daily basis up until full payment is settled.

4.5 The payment of late fees shall not be without prejudice to any other rights, conditions or remedies of JHAMK.

4.6 Any legal fees or other charges incurred during the recovery of monies, equipment, or any other legal documentation shall be charged to and paid by the client upon receipt.

5. Booking Terms and Cancellations:

5.1 JHAMK reserve the right to terminate your booking at anytime with immediate effect should the client/named party: be in breach of these terms and conditions.

5.2 Should you wish to cancel your booking/event, this must be made in writing to JHAMK at your earliest opportunity. Upon receipt and acknowledgement of the cancellation from the client, we then reserve the right to charge a cancellation fee.

This will be worked out as follows in reference to the event date:

- 5.2.1 20 days or more - 20% of the total invoice
- 5.2.2 10 - 5 days - 50% of the total invoice
- 5.2.3 5 days or less - 100% of the total invoice

5.3 Notice of postponing / rescheduling your event will be classed as a cancellation. Should you wish to re-book us for your rescheduled date, this will come subject to our availability.

5.4 We reserve the right to make a charge if the client makes any alterations, or asks for any additions during the event.

6. Running of events and Health and Safety:

6.1 We will offer health and safety advice free of charge where applicable. This is the responsibility of the client to act upon this advice and cover any costs as required. We shall have no liability for any claims arising in consequence of any injury or damage to persons or property unless the same shall have been caused by the negligence of JH Audio MK.

6.2 It is required that the client provide us in advance of the event, all relevant and significant information in relation to the event to enable us to carry out a full risk assessment where required and to ensure the smooth running of the event.

6.3 It is the clients responsibility to provide JHAMK with adequate, stable, safe power following our requirements sent out during the booking process. It is the clients responsibility to adhere to any power requirements stated at the time of booking or there after, unless communicated otherwise.

6.3.1 We reserve the right to refuse any inadequate power feed that is provided to us with a valid reasoning started to the client, and we shall not be deemed in breach of any of our T&C's.

6.3.2 If damage is caused to JHAMK equipment due to faulty power provided to us by the client, the client will be held responsible for the damages caused thereafter. A bill stating the repair or replacement fees will be sent to the contact provided.

7. PLI & GDPR :

7.1 JH Audio MK has in place liability insurance for public cover with a limit of £5,000,000.

7.2 We may collect data from you, including your phone number, email address and home or business addresses. JHAMK use technical and organisational measures to ensure any data being collected is held safely and securely.

7.3 Any data collected such as information regarding your booking, contact info, banking information etc, is held on our secure servers. Unless a longer data retention period is required or permitted by law, we will only hold this data on our servers for up to 5 years from its input. It is your right to request complete removal of your data to us. Please note, any removal of data may still persist on a backup or archival media for legal, tax or regulatory reasons.

7.4 Force Majeure - JH Audio MK shall immediately verbally notify the client with conformation in an email/ WhatsApp or text message. We shall not be deemed to be in breach of contract or otherwise liable to the client for any delay in performance or any non-performance of it's obligations hereunder to the extent that any delay or non-performance is due to force majeure of which it has notified the client, and the time for performance of the obligations shall be extended accordingly. For the purpose of this clause force majeure shall mean any act or cause beyond the reasonable control of JH Audio MK but without limitation, terrorist activity, labour disturbances, acts of God, fire, weather, explosion or governmental action.

8 8.1 It is the clients responsibility to arrange for the provision of a music broadcast licence, if required for broadcasted events. We take no responsibility for the broadcast licensing of any music which we provide for playing on our own sound system or on the sound system arranged by the client which is then broadcast online or onto TV Services.

9. 9.1 These conditions have effect in substitution for and to the exclusion of any condition put forward by the client.

9.2 Any failure by JHAMK to enforce any or all of these terms and conditions shall not be constructed as a waiver of any rights of JHAMK hereunder.

9.3 If any term or condition set out in this document be held to be invalid, the invalidation will not affect any remaining terms and conditions.

9.4 The client hereby authorises JHAMK to enter into any upon property which they reasonably believe JHAMK equipment to be held at any time, and at JHAMK's full desecration recover or remove it from the property.

10. 10.1 Copyright - Content posted to any of JHAMK's social media or website pages shall remain as full property of JHAMK, and must not be used by any person(s) without prior permission.