# General Terms and Conditions – DJ Fynn Karl

As of: October 2026

*This is a convenience translation. In case of discrepancies, the German version shall prevail.*

### § 1 Scope and Conclusion of Contract

1. These Terms and Conditions apply to all contracts between DJ Fynn Karl, Am Stadtpark 17, 47829 Krefeld, Germany (hereinafter "DJ") and his clients (hereinafter "Client") for DJ services, in particular for weddings. Deviating terms of the Client apply only if the DJ agrees to them in writing.
2. Offers made by the DJ are non-binding. The contract is concluded when the DJ confirms the Client's booking in writing or by e-mail.
3. Individual agreements take precedence over these Terms and Conditions. For evidentiary purposes, they should be recorded in writing or by e-mail.

### § 2 Services and Playing Time

1. The type, scope and playing time of the services are set out in the booked package and the booking confirmation. Unless otherwise agreed, the price includes sound and lighting equipment, setup and teardown, and travel within the agreed radius.
2. If local conditions do not permit the full setup of the lighting equipment, it will be reduced in consultation with the Client. This entitles the Client to a price reduction only if the DJ is responsible for the restriction.
3. An extension of the playing time is possible by agreement on the day of the event and is charged per hour or part thereof according to the current price list. The latest possible end of playing time is 5:00 a.m.
4. If the event ends earlier than agreed for reasons the DJ is not responsible for (e.g. the venue's closing time), the agreed price remains payable.
5. The DJ arranges the music programme according to the wishes and genres agreed in the preliminary meeting. The specific choice of tracks on the night is at the DJ's artistic discretion.

### § 3 Prices and Payment

1. All prices include the statutory value added tax (VAT).
2. With the booking confirmation, the date is reserved for the Client with binding effect. No deposit is charged.
3. The agreed amount is invoiced after the service has been provided and is payable by bank transfer within 14 days of the invoice date.
4. Additional services agreed on the day of the event (e.g. extensions) are charged on the same invoice.
5. The bank details are stated on each invoice. Please quote the invoice number as the payment reference.

### § 4 Cancellation by the Client

1. The Client may cancel the contract at any time in writing or by e-mail. The date of receipt by the DJ is decisive.
2. As the DJ reserves the date exclusively and turns down other requests, the following flat-rate cancellation fees apply, each based on the total contract value:

| Time of cancellation | Cancellation fee |
|---|---|
| more than 12 months before the event | 15 % |
| 12 to 6 months before | 30 % |
| 6 to 3 months before | 50 % |
| 3 to 1 month before | 75 % |
| less than 1 month before | 90 % |

1. The Client is entitled to prove that the DJ has suffered no damage or significantly less damage. If the DJ is able to rebook the date, the amount earned will be credited.
2. The cancellation fee is invoiced with the cancellation confirmation and is payable within 14 days. Any amounts already paid will be offset, and any surplus will be refunded.
3. The date may be postponed once free of charge, subject to the DJ's availability, if the request is made at least 6 months before the event.

## § 5 Unavailability of the DJ and Force Majeure

1. If the DJ is unable to perform due to illness, accident or other unforeseeable reasons, he will inform the Client without delay and endeavour to provide an equivalent replacement DJ. If the Client accepts the replacement, the agreed price applies.
2. If no replacement can be provided or the Client declines it, the DJ will refund all payments already made in full. Further claims exist only in accordance with § 7.
3. If the event is cancelled due to force majeure (e.g. natural disaster, pandemic with an official ban on events), both parties are released from their obligations. Amounts already paid will be refunded less any costs demonstrably incurred. Alternatively, a new date may be agreed.

## § 6 Client's Obligations

1. The Client ensures that the DJ has access to the venue at least 2 hours before the start of the playing time and can drive close to the setup location.
2. For up to 200 guests, a dedicated 230 V socket (16 A) is required; for more guests, a 16 A three-phase power connection. No devices that cause voltage peaks (e.g. catering or heating equipment) may be operated on this circuit.
3. For outdoor events, the Client provides a covered, level area protected from rain.
4. The Client provides the DJ with food and non-alcoholic drinks during the event.
5. The Client clarifies volume limits, closing times and other venue requirements in advance and informs the DJ of them no later than 4 weeks before the event.

## § 7 Liability

1. The DJ is liable without limitation for intent and gross negligence, and for damages resulting from injury to life, body or health.
2. In the case of slight negligence, the DJ is liable only for breach of essential contractual obligations and limited to the typical, foreseeable damage.
3. The Client is liable for damage to the DJ's equipment culpably caused by the Client or the Client's guests.
4. Any defects in the service should, where possible, be raised with the DJ during the event so that he can remedy them immediately. Statutory warranty rights remain unaffected.

## § 8 GEMA (Music Licensing)

Private celebrations such as weddings are generally not subject to GEMA fees. For public events, the Client as organiser is responsible for registration with and payment of fees to GEMA.

## § 9 No Right of Withdrawal

As this is a service related to leisure activities on a specific date, there is no right of withdrawal pursuant to § 312g (2) no. 9 of the German Civil Code (BGB). Cancellations are governed by § 4.

## § 10 Photos, Videos and Data Protection

1. The DJ processes the Client's personal data only for the performance of the contract. Details are set out in the privacy policy on the website.
2. The DJ uses photos or videos taken during the event for his own promotional purposes only with the Client's express consent.

## § 11 Final Provisions

1. The law of the Federal Republic of Germany applies.
2. If the Client is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the DJ's registered place of business.
3. Should any provision of these Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory provisions.