

## TERMS AND CONDITIONS revised June 2012

### 1. Terms

The following terms and conditions will apply to any booking made by a private individual or company for any party, reception, function or event and will form part of the Hire Agreement between the parties.

### 2. Parties

In these terms and conditions, the person named on the front of the Hire Agreement is hereinafter referred to as the PROMOTER, and **Elite Wedding Discos** is hereinafter called the SERVICE PROVIDER.

### 3. Formation

The Hire Agreement is made between the Promoter (who declares that he/she is over eighteen years of age and is legally entitled to enter into such agreement) and the Service Provider and these terms will be binding upon both parties.

### 4. Engagement

The Promoter engages the Service Provider, and the Service Provider accepts the engagement as specified on the Hire Agreement.

### 5. Deposit

The Non-Refundable Booking Fee as specified on the Hire Agreement must be paid by the Promoter to secure any booking(s) within five (5) days of signing the contract. Failure to do so may result in the specified date being made available and any contract signed will become null and void without notice.

### 6. Balance

The balance of the total sum due to be paid by the Promoter to the Service Provider (being the total fee specified on the Hire Agreement less the amount of any deposit paid) must be received by the Service Provider twenty eight (28) days prior to the date of the event by one of the following methods:

- a. By any personalised payment link the Service Provider may send the Promoter.
- b. By cheque made payable to Paul Holmes or Black Box Disco.
- c. By BACs
- d. By Pay Pal On website

Failure to pay the balance within the specified time may result in the contract becoming null and void and the specified date will become available for others to book.

## 7. Exceptional Circumstances Payment

In exceptional circumstances and with prior arrangement the Service Provider will consider accepting payment of the balance (being the total fee less the amount of any booking fee paid) in cash prior to the start of the event.

## 8. Extension of Service

The total fee quoted is in respect of a performance and supply of the services during the times quoted and on the date specified on the Hire Agreement. If the Promoter requests that the performance time be extended or that additional services be provided, then the additional period, services and fee must be agreed with the Service Provider, and either :-

a. (if the performance extension is requested once the performance has already started) paid in cash prior to the start of the performance extension, or

b. (if requested after the Hire Agreement has been entered into but prior to the event) a supplementary agreement must be entered into by the Promoter agreeing to the additional charge, and payment made therefore in the same manner as the remainder of the balance outstanding as shown on the Hire Agreement.

## 9. Cancellation

In the event of the cancellation of the engagement by the Promoter, a cancellation fee will be made on the following basis:-

a. Cancellation advised in writing, received ninety (90) days or more before the event date – loss of booking fee.

b. Cancellation advised in writing, received less than ninety (90) days before the event date, but more than sixty (60) days prior to the event date – 50% of the balance outstanding.

c. Cancellation advised within sixty (60) days of the event date will lead to the full fee becoming due immediately.

## 10. Forfeiting Right to Use

When a booking has been formally cancelled the Promoter forfeits any rights to use the services of the Service Provider on that date, irrespective of any booking fee or cancellation fees paid.

11. Access to electrical sockets The Promoter must ensure that the DJ has access to two 13amp 240v standard UK electrical sockets within 6m of the DJ's working position these will be tested for electrical safety.

## 12. Location of equipment

The DJ's equipment should not be placed directly onto a dance floor to avoid vibration damage. The DJ's working position must not obstruct any emergency exit route and there must be enough space for the DJ to work in safety and comfort. For events that take place in a marquee the DJ's equipment cannot and will not be placed on ground that is not level or on a dance floor.

### 13. Provision of equipment, personnel and music

The Service Provider will supply sufficient music to suit the occasion; (if booked) a mobile disco including equipment for playing and amplifying recorded music, lighting and other effects to suit the occasion and venue; a DJ and where deemed necessary an assistant.

### 14. Responsibility for Guests, etc.

The Promoter is responsible for the behaviour of his/her guests, Threatening or abusive behaviour will not be tolerated in any form and if our health and safety or that of our equipment is at risk this will result in the immediate termination of the disco without refund and the police informed (and in particular it should be ensured that all children are supervised and do not interfere with the equipment or any of the staff of the Service Provider) and for safeguarding the DJ and all equipment against theft, damage or other risks, from the moment of arrival at the venue to the moment of final departure. Please note that, any loss of or damage to equipment or vehicles, other than that caused by fair wear and tear, including loss of earnings will be charged for.

### 15. Unattended equipment

If the Promoter requests an early set up, necessitating that the equipment be left unattended for any period, the Promoter shall be responsible for the same as per the preceding paragraph.

Alternatively, an attendant can be provided by the Service Provider to cover any such period for an additional fee but the Promoter shall be deemed to accept liability unless the Promoter specifically requests an attendant.

### 16. No implied right to use

a. Where the equipment has been set up earlier in the day at the request of the Promoter and left unattended until the time of the DJs performance, no right for the Promoter, the Promoter's guests, or any other person to use such equipment is conferred or inferred and the Promoter undertakes to ensure that no-one uses or interferes with the equipment in any way and accepts all responsibility for any damage caused.

b. Under no circumstances will we allow any musician / performer or third party equipment to be plugged in to our equipment nor will we allow use by other artistes, performers or guests to use any of our equipment other than microphones for speeches.

### 17. Strobe, smoke, haze and other effects

The Service Provider cannot be held responsible for the way some people may be affected by strobe lighting or any other lighting, sound, bubble, smoke, haze or any other effect that may be used.

### 18. Venue restrictions

a. It is the customer's responsibility to ensure equipment booked is suitable for use at the event venue. No refunds, part or full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed. Not all disco equipment is designed to fit through narrow doorways etc. It is the promoter's responsibility to inform the service provider of any access restrictions that may impede set up or restrict equipment use.

b. The service provider will not be held responsible for any venue restrictions imposed on us before, during or the end of the performance,

c. In the event of a sound limiter present at the venue, the service provider will not be held responsible for partial or full loss of the performance due to power outages or equipment failure/s caused by the venues equipment.

d. The service provider will not be held liable for any power outages preventing the part or full performance at the venue.

#### 19. The DJ

The DJ provided will generally be an employee of the Service Provider or a self-employed DJ working exclusively for the Service Provider. The Service Provider reserves the right however to assign the Engagement to a suitably experienced and qualified associate if necessary.

#### 20. Event Licenses

The Promoter will be responsible for obtaining all necessary licenses and permissions relating to the performance(s) at the event(s).

#### 21. Equipment Failure

The Service Provider operates regularly serviced and maintained good quality sound and lighting equipment. In addition, the service provider will carry spare equipment. In the rare event of any equipment failure, an onsite repair will be attempted. If there is an irreparable breakdown in the sound equipment a full refund will be given, but this will be the limit of the Service Provider's liability to the Promoter.

#### 22. Force Majeure

The Service Provider shall be entitled to terminate this contract without liability if for any reason beyond its control the DJ is unable to perform, due to fire or theft of equipment, illness or breakdown of vehicle, severe weather conditions causing dangerous driving conditions, road closures or blockages by the local authorities, strike action causing fuel shortages or Act of God. The Service Provider will use all reasonable endeavours to locate a replacement Disc Jockey, but, in the unlikely event of a non-performance all monies paid will be refunded, but this will be the limit of the Service Provider's liability to the Promoter.

#### 22. Media

From time to time the DJ may take photographs or short video clips at events. Unless expressly forbidden by the Promoter, the Promoter is deemed to agree to such photographs and video clips being taken and for such media being used as the Service Provider sees fit in the furtherance and promotion of the business of the Service Provider.

#### 23. Health & Safety

a. Any function room other than the ground and first floor must have an accessible elevator designed for the use of goods.

b. bookings will NOT be honoured if carrying of equipment involves spiral stair cases.

#### 24. General Terms

The Hire Agreement shall be governed by, and construed in accordance with English Law. It is hereby irrevocably agreed and accepted that the Courts of England and Wales are to have exclusive jurisdiction to settle any claim, difference or dispute, which may arise. The Service Provider reserves the right to change these Terms and Conditions at any time and without notice.

#### 25. Marquees (If you are unsure of any of the requirements set out below, please do get in touch)

If the performance area is in a marquee, please note the following which may result in non-performance. We have invested thousands of pounds in high-tech, high-quality equipment for the promoter and their guest(s) enjoyment, therefore a few simple power requirements will mean that everyone is happy and our investment is protected.

##### a. Mains Power

In order to comply with the "Electricity at Work" regulations, all electrical installations must be carried out by a competent electrician. Improper use of electricity can kill and it is important that it is supplied safely. Power to the DJs area must be supplied either by two separate 13A standard UK 3-pin sockets. These must be clean and not shared with other loads such as kitchen equipment or marquee lighting. A full 13A must be delivered to each socket provided. If supplying power from another building or property please make sure that the cable is IP44-rated for outdoor use and is not shared with other electrical devices in that property. Any generator used to supply power must be capable of producing a regulated supply of 230v +/- 10 volts at a frequency of 50hz. We always use RCD's to protect ourselves and our equipment before connecting to any supply.

b. The service provider will not be held liable for any power failure or power related issues that prevent the use of any equipment or the loss of part or full performance.

##### c. The DJ Area

This is dependent on the size of the marquee we would require a clear area no less than 3m away from any marquee wall and 4m wide with a minimum height of 3m. We can set up on a dance floor but would prefer an area separate to where people will be dancing. If supplying a separate area we cannot put our equipment on bare grass or cardboard. The area we set up in must be flat, sheltered and dry. Setting up equipment on ground that slopes or is bumpy poses a serious safety risk to everyone at the party.

##### d. Weather Conditions

If there have been adverse weather conditions and the ground surrounding the marquee area is not solid, preventing access to our vehicle to the vicinity of the marquee, we will not be able to perform in the marquee for health and safety reasons.

Any breach of any of these conditions may result in the DJ either refusing to perform or ceasing performance before the end of the allotted time. In such cases, no recompense shall be made to the Promoter.