

## **Terms and conditions**

Southwest Discos Direct

07399507168



**The following contract and its terms will set forth an agreement between Southwest Discos Direct and the Customer for the hire of equipment or mobile disco entertainment.**

**This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.**

### **1. - Booking details**

- 1.1 - The Client shall ensure that all details given of the venue are correct and if The DJ inspects the venue & finds any differences The DJ will report to the client to resolve this matter.
- 1.2 - There will be adequate set up time available usually 90 minutes before the start time of the event and 60 minutes after the event to break the set down. The Client should indicate what access is available, stairs, lifts, Car parking etc.
- 1.3 - The Client and The DJ both confirm that there is no previous bookings of these dates for this event.
- 1.4 - Paying a booking fee for your event or function is a 100% binding guarantee of contract. Any non-payment could allow us to change our work schedule without prior notice.
- 1.5 - 20% Deposit will be taken prior to your event to reserve the date of your event or function. (Cash Or BACS with receipt given on payment) Large scale events or corporate events may require a larger deposit. For corporate events the remaining balance is due 30 days prior to your event. For private events the remaining balance can be settled one week prior to your event or upon arrival if paying by cash only.

### **2. – Payments**

- 2.1 - Paying By Cash is available. Receipt can be given for proof of payment.
- 2.2 - Paying By Bank Transfer, If you use Internet Banking you can make a payment straight into our bank account via BACs. If paying by this method please ensure you include your surname and the date of your event as a reference.
- 2.3 - Non-payment of any fees owed by the date of the event or function will result in legal action.

### **3. – Cancellations**

- 3.1 - The DJ will be holding your date exclusively for you and will turn away all other work. The potential loss of work in the event of a cancellation is real and tangible therefore The DJ will charge a cancellation fee. Cancellations must be made in writing or by e-mail. No telephone cancellations can be accepted, without following these procedures full payment will be requested.
- 3.2 - If The Client cancels within 30 days prior to the event date the cancellation fee is the remaining balance outstanding. Cancellation 31 days or more from the event date will result in no refund of your pre-paid booking fee.
- 3.3 - Should the event be cancelled for reasons entirely beyond The Clients control then the booking fee will be returned in full or a new date set if required.
- 3.4 - If the event has been cancelled without any notification to Southwest Discos Direct upon arrival the balance outstanding plus expenses will be charged to yourself (client).
- 3.5 - The DJ will try to fulfil its obligations in the events of unforeseen circumstances by any other means should this be necessary.

### **4. – Conduct**

- 4.1 - It is the Client's responsibility to ensure that all guests conduct themselves in a proper manner at all times. The Client must be responsible for all guests and their actions.
- 4.2 - The Client will provide adequate supervision of its guests, including children, at the venue, and will be liable for any loss of or damage to the DJ's equipment or personnel belongings, caused by guests attending the function.
- 4.3 - No violent, aggressive or abusive behaviour from anyone under any circumstances will be tolerated, and The DJ reserves the right to terminate the disco at any time if any personal safety is under threat. The DJ does not take responsibility for ejecting any unwanted persons from any venue. The Client will be advised of any problems arising in this respect with any guests.

4.4 - In the event of a minors function there must be the legal ratio of responsible persons to minors.

4.5 - The DJ will act in a fully responsible attitude at all times, during his attendance to the venue, it will set up and run as requested by The Client unless the legal requirement is different which will be pointed out and stated.

4.6 – Unless a special request for a certain person is made we may send another DJ to your event, they will provide quality customer service and all information will be stated prior to booking with us.

4.7 - The DJ will be responsible for producing certificates of Public Liability Insurance (PLI) and Portable Appliance Testing (P.A.T).

## **5. - Security**

5.1 - The Client will be responsible for the safety and security of any theft of items of The DJ.

5.2 - The DJ is not liable for any damage on the venue; any potential hazard must be pointed out by the client or the venue staff at the time of set-up.

5.3 - The Client is also responsible for any damage to The DJ's equipment caused by any person at the event. The Client will be charged for the full cost of any repairs required. The Client will be advised of any damage as soon as it is caused. (Photographs will be taken instantly)

## **6. - Health and Safety**

6.1 - The DJ will adhere to all rules and regulations of the HSE EAW Act 1989, to which The Client must also adhere to the above and adhere. Subject to failure to conform to the above act The DJ cannot take any further part of the event and the full amount of the event has to be paid.

6.2 - In the event of fire, flooding, public disturbance, terrorist activity or any other threat to the public, The DJ will not be responsible to help in any way or evacuate any venue or building where he is present and / or working within, unless the fire regulations for the venue specify otherwise. This would usually incur a vocal announcement.

6.3 – All our equipment is a potential hazard if handled without care this can cause serious injuries. The Customer and/or their guests are not permitted to use or touch the equipment unless agreed by the DJ/operator.

6.4 The Customer undertakes to ensure all children under 10 years old are supervised at all times while around our equipment and are not permitted to touch any equipment unless agreed by staff from southwest discos direct.

6.5 Southwest Discos Direct cannot be held responsible for any safety issues which occur from the use of hire equipment. Some ingredients may contain traces of nut or nut oils and may have been stored in contact with nut produces.

## **7. - The Venue**

7.1 - The Client will allow suitable time for the installation and dismantling, and removal of equipment (minimum of one hour). The Client also ensures that safe and adequate power is available. The DJ will ensure that any equipment that requires connection to a power source is electrically safe and conforms to the HSE EAW Act 1989, and any amendments thereafter.

7.2 - The Client must ensure that the entire venue has all relevant licences, and conforms to all the local bye-laws as The DJ cannot perform in a venue that has not got all required licences.

7.3 - The Client must ensure that there is adequate parking for The DJ on the night for off loading and loading of the equipment, in a safe and secure manner. Should there be items stolen during this procedure it is the responsibility of The Client.

7.4 - If the performance start time is delayed due to the inability of The DJ to gain access to the performance area, or any other delay beyond The DJ(s) reasonable control, The DJ will not be liable for any refund whatsoever.

7.5 - If you are booking other entertainment (e.g. Singer, comedian, band etc) as well as hiring ourselves, please consider & think about the amount of space available and where The Client is going to put the disco. Speaker location is usually best if it is no greater than 10 metres either side from the position of the presenter. The Customer/venue will be responsible and arrange for an appropriate sized space for the equipment at the event venue, any loss time southwest discos will not be liable for.

7.6 - The DJ also reserves the right to refuse to continue any event prior to the start should there not be sufficient floor space which would not allow the audio / lighting equipment to be assembled safely.

7.7 - The DJ reserves the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so. The DJ will be responsible for producing certificates of Public Liability Insurance and P.A.T. Testing carried out on our equipment. We will not be responsible for any damage or loss to private or public property caused by invited guests or members of the public.

7.8 - The Customer is responsible for providing adequate power for southwest discos direct, for any electrical equipment which is needed.

7.9 - Southwest Discos Direct cannot be held responsible for any issues resulting from any food allergy from our hired catering equipment. This also refers to food stains on guests clothing or accessories from the colouring of our candyfloss. Please use gloves at all times.

## **8. – Equipment & Hire**

8.1 - The Customer acknowledges that it shall be responsible and liable for any damage or loss to Southwest Discos Direct caused by any misuse of our equipment by the Customer or their guests. Should any equipment be deemed to be no longer fit for hire due to non-repairable damage the Customer will be charged at the full replacement value.

## **9. Indemnification**

9.1 - The Customer agrees to, and understands the following:

The Customer will indemnify the Southwest Discos Direct against any and all liability related to the Customer's Event during or after the Customer's event. The Customer will indemnify Southwest Discos Direct from the time of service and on into the future, against any liability associated with the Customer.

## **10. - Refreshments**

10.1 - All bookings should be taken on the understanding that the venue is in possession of the necessary entertainment & liquor licenses. The DJ is not responsible if the venue is found to be in breach of the terms of their license. If you would like further clarification of what any of the above means or you are unsure of any of our terms please contact John At Southwest Discos Direct on 07399507168.

## **11. - Miscellaneous Terms**

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Southwest Discos Direct and the Customer relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between the parties, the Customer agrees to solve any arguments via arbitration.

If no service is received, Southwest Discos Direct maximum liability will be the return of all payments received from Customer. Southwest Discos Direct are not responsible for any consequential damages or lost opportunities upon breach of this agreement.

The Contract will commence when the Southwest Discos Direct receive from the Customer a signed booking confirmation form (this can be confirmation via email) along with the deposit and shall terminate upon delivery of the services or as otherwise detailed in accordance with these Terms.

11.1 - To ensure we are able to maintain the highest standards of cleanliness and presentation of our equipment, Southwest Discos Direct request that the Customer and/or their guests notify Southwest Discos Direct staff of any instances of soiling, spillage or damage.

11.2 - We would ask that all persons using the service refrain from placing any food, drink and/or sharp objects on or in our equipment. Southwest Discos Direct have the right to refuse service if this rule is not adhered to.

11.3 - The Customer is responsible for ensuring that no tea lights or candles are placed as decoration on the equipment, and under no circumstances can anything such as banners or pictures be attached.

11.4 - Southwest Discos Direct will not tolerate any abuse or threatening behaviour to any of our team or abuse of any equipment and/or accessories.

11.5 - Southwest Discos Direct retain the right to terminate this contract immediately in cases where our team feel they are being abused or threatened, or our equipment/accessories are being, or are in danger of being, damaged due to the actions of any persons attending the Customer's event.

11.6 - The Customer will be fully responsible for any loss or damage caused by the Customer or their guests or other attendees at the event in relation to Southwest Discos Direct equipment or employees/contractors howsoever caused.

11.7 - any hired equipment can only be situated on a firm flat surface. If the event is in a marquee or similar temporary structure, a suitable base will be required. The standard price assumes clear access at ground floor level. Where this cannot be achieved additional charges will be applied and stated 30 days prior to the event.

11.8 - If Southwest Discos Direct staff deem the proposed location of the equipment unsafe then Southwest Discos Direct reserve the right not to set up.

11.9 Southwest Discos Direct normally allow one hour to set up the equipment and it can be dismantled in a similar time (This does not affect your hire time). However, it does depend on where the equipment is situated in the venue – no two jobs are the same.

12. The Customer is not permitted to use or mix their own flavourings with the flavourings provided by Southwest Discos Direct with any of our hired catering equipment. This is for insurance and product traceability reasons.

## **12. – Responsibilities**

12.1 The Customer is responsible for ensuring Southwest discos direct have access to the event venue and to appropriate facilities, including, without limit, by arranging, in good time and at the Customer’s own expense, all permits, licenses and permissions necessary to enable southwest discos direct to gain access to the venue and perform the services.

If you are happy with the terms and conditions above, please print name, sign, date and send this back to Southwest Discos Direct.

**Client print name:**

**Client Signature:**

**Date:**

**Company print name: Southwest Discos Direct**

**Company Signature: John Lavis**

**Date:**