



## **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 wedding and event services with John.**

**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 Supplier inspects the venue & finds any differences they will report to the client to resolve this matter.

1.2 - There will be adequate set up time available usually 60 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 Southwest Discos Direct both confirm that there is no previous bookings reserved for this date.

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 – A £149 non-refundable booking fee will be taken prior to your event to reserve the date of your wedding or private function. This can be paid via Bacs Or Card. Receipt can be provided on payment received if requested.) Final payment will be required one week prior to the event date followed by all information we ask for to prepare for your wedding or event.

### **2. – Payments**

2.1 - Paying By Cash – Please contact us to discuss Cash payments.

2.2 - Paying By Bank Transfer. If you use Internet Banking you can make payment straight into our bank account via BACs. If paying by this method please ensure you include the date of your event as a reference.

2.3 – Full payment needs to be made within one week prior to your event date. Non-payment of any fees owed one week before the date of the event or function will result

in legal action and no services will be provided on the day. No payment will be refunded and the outstanding balance will be charged direct to the customer.

2.4 – Making early payments to your booking is acceptable. Please be aware any early payments made to your booking on any additional extras you have booked will be non-refundable (DJ Packages not included). In peak times we may have multiple bookings and subcontract services to specialists who provide the same service we do. Any early payments made by you will be paid to them instantly and will result in being non refundable to us. For this reason we have made early payments on any additional services non-refundable. You will receive an identical product and service you have booked with us and we work with multiple wedding companies who specialise in the same products we do. Southwest discos direct will not be liable for any refunds on the payments made to date. Full payment for your event will be required if you cancel within 30 days prior to your event taking place.

### **3. – Cancellations**

3.1 – Southwest Discos Direct 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 we may charge an additional £50 cancellation fee plus the loss of your non-refundable deposit. Cancellations must be made in writing or by e-mail. No telephone cancellations can be accepted, without following these procedures full payment will be required.

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3.2 - If the Client cancels within 30 days prior to the event full payment will be due. Cancellation 31 days or more from the event date will result in no refund of your pre-paid booking fee including any additional instalments made towards the services you have hired.

3.3 - Should the event be cancelled for reasons entirely beyond The Clients control a new date and venue will be accepted completely free of charge. (with more than 30 days notice)

3.4 - If the event has been cancelled without any notification to Southwest Discos Direct upon arrival the balance outstanding will be charged.

3.5 – Southwest Discos Direct will try to fulfil its obligations in the events of unforeseen circumstances by any other means should this be necessary.

3.6 – If for any reason your event date has to be changed completely out of our control and we are not available for the alternative date. Your non-refundable booking fee and any additional instalments will be non-refundable.

3.7 – Any early payments made on additional services other than DJ packages are 100% non-refundable.

#### **4. – Conduct**

4.1 - It is the Client's responsibility to ensure that all guests always conduct themselves in a proper manner . 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 and/or event planner 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, Southwest Discos Direct reserves the right to terminate the disco at any time if any personal safety is under threat. Southwest Discos Direct 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 minor's function there must be the legal ratio of responsible persons to minors.

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

4.6 – Southwest Discos Direct 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 or damage of items provided by Southwest Discos Direct.

5.2 – Southwest Discos Direct 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 and/or event planner 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 – Southwest Discos Direct will adhere to all rules and regulations of the HSE EAW Act 1989, to which The Client must also adhere to the above. Subject to failure to confirm to the above act. Southwest Discos Direct cannot take any further part of the event and the full amount of the event will be due.

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 always supervised 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. Southwest Discos Direct 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.

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7.2 - The Client must ensure that the entire venue has all relevant licences, and confirms to all the local bye-laws as Southwest Discos Direct 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 and/or event planner on the day/night for off loading and loading of the equipment, in a safe and secure manner. If this isn't available and should there be items stolen during this time it is the responsibility of The Client.

7.4 - If the performance start time is delayed due to the inability to gain access to the performance area, or any other delay beyond The DJ and/or event planner reasonable control, they will not be liable for any refund whatsoever and the finish time will not change unless additional hours are requested and paid before proceeding.

7.5 - If you are booking other entertainment (e.g. Singer, comedian, band etc) as well as a DJ from us, 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 – Southwest Discos Direct 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 – Southwest Discos Direct reserves the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so. The supplier 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 catering services. This also refers to any food stains on guests clothing or accessories. Please use gloves at all times if required to do so.

## **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. If repairable you will only be charged the fee quoted by a professional company to make sure new damage is repaired to the original condition.

## **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.

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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. No equipment provided by Southwest discos direct should be used as a table for drinks at all times. Failure to follow this and resulting in any damage or stains from alcohol or food will result in a damages/cleaning charge to the client at £25.

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. The Customer

will be liable for any water damage from guests to any equipment as well as theft or misconduct of any products provided by southwest discos direct. We have the right to stop the event taking place instantly in the event of any behaviour which we believe could damage equipment or products you have booked at your event.

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. – Catering For Your DJ**

12.1 You agree for the venue to cater for the DJ if available for your evening private function/wedding reception. If you book the All-day wedding DJ package you agree for the venue to cater for the DJ in the day and evening of your special day.

## **13. – Responsibilities**

13.1 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, parking 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 accept our terms and conditions tick box when filling out our online booking form.

## **14. - Drugs and Alcohol**

The company may refuse participation to guests who are believed to be under the influence of drugs or alcohol. No refund will be made in such circumstances.

