



Terms & Conditions

Details

This Contract is made today, the day of

Between Dave Monkton of Disco In Kernow and (Client) ;

Of (address);

It relates to Disco In Kernow providing Mobile Disco entertainment at;

(venue and address)
.....
.....

Postcode

Number of stairs from parking location to performance area.....**(inaccurate details may result in the performance not being possible and would be classed as a late cancellation by yourselves with the fully cost remaining as liable for payment)**. This requirement is due to extremely heavy equipment that can not be lifted by one person alone.

On (date).....

Performing between the times of (times) And

For the occasion of (event).....

Services required:

- Ceremony & Wedding Breakfast PA and recording.....£
- LED LOVE letter hire.....£
- Evening Disco.....£
- Karaoke.....£

Total price £.....

Reservation (Deposit required within 7 day) ; £.....

This document consists of four pages.

Terms and Conditions:

1 This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the booking form and retainer reservation fee is received by Disco In Kernow within 7 working days of the issuing date. No alterations may be made to this contract by hirer / crisis cover entertainers without prior approval consent from Disco In Kernow . Please Note: by completing and sending this booking form, you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms.

1.1 The balance of payment after the payment of the deposit will be paid in full by the hirer not less than one calendar month prior to the date of the performance.

2 Non-Refundable Reservation fee: you agree to our non-refundable reservation fee which is payable in advance to secure entertainment. The non-refundable reservation fee is deducted from the price quoted.

2.1 Overtime Charge: Any extension to the agreed timescale will be charged in addition to the booking fee per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended entertainment.

3 The Client shall have the right to cancel the booking by serving upon Disco In Kernow not less than 28 clear days notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance reservation payment will be forfeited.

3.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance. A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance. The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

4 Disco In Kernow will provide lighting show, sound equipment, access music catalogue and any special effects as discussed. An experienced Disc Jockey/Presenter will be provided and will be either Dave Monkton, Gareth Peters or Spencer Lee.

4.1 In the unlikely event that Disco In Kernow is unable to attend personally due to accident or sudden illness, Disco In Kernow shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.

4.2 Force Majeure - Disco In Kernow will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

5 The hirer will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from venue is required in addition to performance time. Therefore, the hirer and venue will allow suitable time for the installation and dismantling and removal of disco equipment (up to a minimum of 60 minutes each side of the booking times). Where appropriate, the hirer will also inform the venue, in advance, of these requirements. Please note: Disco In Kernow shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

5.1 Performance time and 'over time' is restricted to a maximum of eight hours in a 24 hour period. Unless already agreed at the time of booking, the hirer agrees to make provision for suitable overnight accommodation to the satisfaction of the performer if time is exceeded.

6 The hirer will ensure that safe and adequate power is available for Disco In Kernow performance.

6.1 The hirer will inform Disco In Kernow prior to performance date confirmation of venue sound limiter installation. Please note: Disco In Kernow reserve the right to decline entertainment at venues with sound limiter installed.

6.2 The hirer will ensure that staff of Disco In Kernow are provided adequate refreshments and a meal for any performances over 5 hours in duration.

7 The hirer ensures that they have verified venue power sources, are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by the venue under LAW.

7.1 Disco In Kernow agrees to provide proof of Public Liability Insurance and certifications as required by the venue.

8 Disco In Kernow will respond to the venue management's reasonable requests as to volume, siting of equipment and or any other reasonable request(s).

8.1 Disco In Kernow shall be in no way liable for breach of byelaws or conditions under which the venue is leased, hired or entrusted to the venue management.

9 The hirer agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises. Please note: Where the function may include guests under the age of 16 years, the client, (or parent) is responsible for the behaviour and safety of any minors attending the venue. The client will provide and maintain adequate adult supervision at all times. Disco In Kernow will not be liable for the supervision of minors.

9.1 Unwarranted Abuse or threatening behaviour from hirer's guests or venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss to Disco In Kernow.

9.2 Staff of Disco In Kernow reserve the right to terminate any performance without notice and without recompense in the interests of safety of staff, guests, equipment and of the venue due to the behaviour of anyone present.

9.3 The hirer agrees that compensation for any loss of or damage to Disco In Kernow equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.

10 The hirer agrees that the confirmed entertainment start and finish times as specified in the contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of Disco In Kernow and the management of the venue. See 2.1 for 'Overtime Charge'.

11 Disco In Kernow will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of the clients' chosen requests, provided such requests are submitted in writing before the event. The client also agrees that Disco In Kernow cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

12 Where the client requests that Disco In Kernow set up DJ equipment at an earlier time prior to the actual start of the function, the client acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability. In addition to any previously agreed charges, if Disco In Kernow should arrive at the clients venue at any earlier, pre-arranged time, and are unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the client shall be charged standing time at the hourly rate discretion of Disco In Kernow which must be settled in full before commencement of main entertainment.

12.1 Disco In Kernow will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up purely because of earlier events over-running, or where 'we' are prevented from accessing, setting up or providing our professional services by the venue management. Neither will Disco In Kernow be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

12.2 Where the venue does not have its own parking facilities, Disco In Kernow reserves the right to pass on any additional parking fees for refund by the hirer. Please note: that in accordance with Health and Safety laws, Disco In Kernow will refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.

13 Disco In Kernow staff present at any event (except events booked purely for guests below the age of 16) may take photographic images during each event and the hirer agrees to these images being used in any future advertising or publicity material.

14 Where Disco In Kernow is engaged to work alongside a band, (or other entertainer) it is the client's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist. See paragraph 6

15 Where the event is being held in a marquee, the hirer will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 15 Metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow Disco In Kernow to commence entertainment out-doors under any circumstances. Disco In Kernow accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

(u) In signing the contract, I agree that I have read the Terms and Conditions of hire and acknowledge booking details contained herein are correct.

(v) E. & O.E

Signed;.....*Dave Monkton*... (Disco In Kernow)..... Date

Client; Date.....