



# Terms & Conditions



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These Terms and Conditions set out, among other things:

- the responsibilities of The Disco Co and the Client
- the limitations relating to provision of service
- any penalties or restrictions that may apply

Once a firm booking is made these Terms and Conditions come into effect.

## Terms and Conditions

In this document The Disco Co, of Pity Me, Durham, is hereinafter referred to as the "Operator", and the person making the booking as the "Client".

The entertainment to be provided by the Operator is described as the playback of musical recordings through sound equipment with occasional "DJ" narration and provision of disco lighting (hereinafter referred to as the "Performance").

The place of Performance is at the venue identified in the Venue Details section of the booking form (hereinafter referred to as the "Venue").

The date of the Performance shall be the date specified on the booking form (hereinafter referred to as the "Performance Date") and the start time and finishing time of the Performance shall also be as stated on the booking form in the Event Details section.

The Client agrees to pay the Operator a Performance fee for the Performance, to the value stated on the booking form. A non-returnable booking fee, as detailed on the booking form, must be paid in cash or by cheque (cheques must be made payable to The Disco Co). The booking is not considered finalised until the booking fee has been paid and cheques cleared, and a Booking Form confirming all details of the Performance has been signed by both the Client and the Operator.

The Booking Form shall be supplied by the Operator to the Client, upon receipt the Booking Fee and Booking Form must be signed by the Client and returned within 14 days. The requested date will be booked provisionally, if available. Should the Client not return the signed and completed documentation with the Booking Fee within 14 days of the request, the date will be made available to other clients. Once everything is agreed and all monies have been cleared there is a formal agreement in place for the Performance to take place, subject to full payment of any outstanding balance of money. The remaining balance must be paid to the Operator in full in cash prior to the Performance, or by cheque (presented minimum 7 days prior to Performance) unless alternative arrangements have been agreed between the Operator and the Client.

## **CANCELLATION**

The Client may cancel the agreement at any time by doing so in writing to the Operator. In the event of the Client or the Venue wishing to cancel the Performance for any reason other than Act of God or Natural Disaster a late cancellation fee will apply as follows:

Bookings cancelled within:

- 60 days of the Performance Date 50% of value of the Performance fee
- 45 days of the Performance Date 75% of value of the Performance fee
- 30 days of the Performance Date 100% of value of the Performance fee

In the event of the Operator having to cancel, for whatever reason, the Operator reserves the right to substitute another mobile disco of comparable or better quality, and the Operator will pay any additional costs. The Client will be notified of any such replacement as soon as possible and be given the opportunity to cancel the agreement in which event all monies paid will be refunded, and as a gesture of goodwill, the Operator may pay up to an additional 25% of the Performance fee to the Client. This will be the full extent of the Operator's liability.

In the event of the Operator not being able, in the aforementioned circumstances, to provide an alternative mobile disco, the Operator will be liable for a sum up to, but not exceeding the portion of the agreed total fee paid up to that point by the Client for this Performance

## **NON-TIMELY or LATE PAYMENT**

In the event of non-payment of the full fee prior to the Performance, the Performance will not take place and any payments already made will be forfeited to the Operator.

Should the Operator agree, a specific variation and exception to these normal Terms and Conditions, to accept payment after the Performance then in the event of non-payment after the Performance Date, the Client will be liable for any unpaid balance, plus a £5 fee for each request for payment issued, plus all reasonable collection and solicitor's fees. The Client will be charged £20 for each returned cheque, should said cheque not be honoured. Unpaid balances will incur interest at the rate of 2% for each month for which the balance is outstanding.

## **EXTENSION OF PERFORMANCE TIME**

If the Operator is required to extend the Performance past the agreed finishing time, the fee for such extended Performance will be £20 per 30 minutes or part thereof, payable in cash, at the time of requesting extra time. The extended Performance is subject to the rules of the Venue, and is at the Operator's discretion.

## **REDUCTION OF PERFORMANCE TIME**

Should the Performance be delayed or curtailed for any reason other than events or circumstances caused by the Client's non-adherence to these Terms and Conditions, the fee paid will be partially refundable on a pro-rata basis in half hour increments or part thereof for services not rendered.

The Client must ensure that the Venue is reserved for an adequate length of time, including time required for the installation, dismantling and removal of equipment, as per the stated requirements. If the finishing time as stated in the booking, plus the time required for dismantling and removal of equipment, is found to be later than that allowed at the Venue and the Performance has to be curtailed, or the start of the Performance has to be delayed due to insufficient time being allowed to set up the equipment, no refund will be given.

### **EVENT FLOW**

The Client may submit a music request list a minimum of fourteen days prior to the Performance Date and the Operator will use best endeavours to meet the Client requirements, but this does not form any specific obligation by the Operator. The Operator will attempt to play Client's and Client's guests' music requests at the event but cannot be held responsible if certain selections are unavailable. The Operator reserves the right to censor music requests that may be considered offensive or inappropriate for the event. The Operator reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event. For legal copyright reasons, the Operator will only play tracks provided on original audio CDs.

The Client is responsible at the end of the Performance for the collection of any CDs which have been provided by the Client or the Client's guests to the Operator. Any property left with the Operator is left at the Client's or the Client's guests' own risk.

### **CONDUCT**

The Operator and their assistant(s) will undertake to conduct themselves in a correct and proper manner at all times and will respond to the Client's or Venue's requests as to volume of music, situation of equipment and any other reasonable requests providing they do not breach health and safety regulations.

### **DRESS CODE**

The Operator and their assistant(s) will dress appropriately for the Performance. If required a changing room must be provided, this will be detailed to the Client prior to the date of the Performance. Should there be a specific dress code for the event the requirements must be stated in writing to the Operator no less than fourteen days before the Performance Date.

### **INSTALLATION / DISMANTLING OF EQUIPMENT**

The Client agrees to provide a secure parking space in an acceptably close proximity to the Venue's loading area for the Operator's vehicle(s), for a period commencing sixty minutes prior to the Performance and continuing for sixty minutes after the Performance, at no charge. Should a charge for parking be made the Operator reserves the right to pass this cost on to the Client.

Access to the Venue must be available at least sixty minutes prior to the start time and sixty minutes after the finish time. If the Client or Venue has any special requirements for setting up or dismantling times or there are specified times of access, or any other restrictions which will impact on the Operator's ability set up and dismantle the equipment, then the Client must provide these details at least fourteen days prior to the Performance Date. Any restrictions that are not notified to the Operator may attract additional charges and/or cause delay to the Performance.

## **GUESTS' BEHAVIOUR**

The Client and/or Venue shall provide adequate security for the Operator and their property before, during and after the Performance. Any damage to or theft of the Operator's property, including any vehicles, must be paid for by the Client. Any threats, either physical or verbal, will not be tolerated by the Operator and the Operator reserves the right to end the Performance at any time if he feels threatened in any way and the whole fee will remain payable. The Client will be advised of any problems with any guest(s), as soon as possible after they occur.

The Client will provide and maintain adequate adult supervision at all times for any person in attendance under eighteen years of age. The supervising adult(s) will ensure that these persons do not interfere with the disco equipment or with the Operator performing their duties.

The supervising adults will assist the Operator with the organisation of the children during any games played at the Performance, if required.

The Operator will not be held responsible for any actions, behaviour or damage caused by those attending the event, under any circumstances.

## **INSURANCE**

A certificate of public liability insurance is available for inspection.

## **SUITABILITY OF VENUE**

The Client warrants that he/she is entitled to use the Venue for the purposes of the event and Performance. The Operator shall in no way be held responsible for any breaches of covenants, regulations, bye-laws, conditions and such like relating to the use of the Venue.

The Operator is not responsible for obtaining any licence that may be required to stage the event. The Client shall ensure that any such licences are obtained prior to the event. If they are unable to obtain this and need to cancel the event, the cancellation clauses will apply. A Public Performance Licence is required if persons attending the Performance are being charged an entrance fee.

In the event of the Venue being unsuitable or dangerous, or the failure of a non-structured building or marquee to provide adequate facilities and protection, the Operator reserves the right not to perform or to end the Performance in the interest of health and safety and the whole Performance fee will remain payable.

## **EQUIPMENT**

The Operator shall provide all sound equipment, microphones and lighting necessary for the Performance. The Client must provide access to at least two three-prong grounded 230 Volt/13 Amp wall plugs (a double socket counts as one). These must be suitable and safe for the supply of electricity, and must be within five metres of the Performance area. The Operator agrees to provide all personnel required to assist the set up of equipment, conduct the Performance and dismantle the equipment after the Performance.

In the unlikely event of a complete equipment failure (excluding circumstances beyond the Operator's control e.g. a power outage) that cannot be rectified on the spot the Operator will attempt to get replacement equipment to the Venue as soon as possible. A pro-rata refund will be given for the time not performing.

Any damage caused to the Operator's equipment by an inadequate power supply or power interruption is the responsibility of the Client. The Client shall be liable to pay in full for the repair or replacement cost of equipment and the hire of necessary equipment or materials until such time as they can be replaced and to compensate for any loss of revenue due to that damage or loss.

Special requirements in regard to equipment (e.g. radio microphones, smoke machine) must be notified at least fourteen days prior to the Performance Date and will be subject to availability (additional charges may apply).

Smoke machines will only be used with the prior written consent of the Venue management. The Client and the Venue are jointly and severally responsible for determining whether all local alarms, especially those linked to fire alarms, need to be, and can safely be, isolated before the start of the Performance, should this be considered necessary, bearing in mind health and safety considerations. In the event of an alarm being activated, for whatever reason, and the emergency services being dispatched, the Operator will not accept responsibility for any costs incurred.

Sufficient space must be made available for the Operator to use at the Venue. Should there be insufficient space the Operator reserves the right to use only that equipment that can be safely accommodated. Typically a disco will take up a space 4 metres wide by 3 metres deep, with a height of 3 metres, but this will vary depending on the Client's precise requirement regarding equipment.

The Client must provide a table of suitable size and stability for the performance equipment. Failure to comply may delay the start time for which the Operator will not take responsibility.

### **USE OF EQUIPMENT**

Only the Operator and their assistant(s) may operate equipment. Under no circumstances may unauthorised personnel tamper with, move or attempt to use equipment owned by the Operator. The Operator cannot accept responsibility for damage to property, or injury to persons caused directly or indirectly by third party interference.

### **SOUND LIMITERS**

The Client is fully responsible for any damage caused to the Operator's equipment by the use of any device or equipment which limits the level of sound, hereinafter referred to as "Sound Limiters", for example by the cut off and reintroduction of power. The Operator will not be held responsible for sound levels at Venues which have Sound Limiters fitted. Should the Operator be aware of it, the Operator will inform the Client that there is a Sound Limiter present before commencement of Performance. Similarly, should the Client be aware that the Venue has a Sound Limiter, the Operator must be told at least fourteen days prior to Performance Date.

### **LIGHTING EFFECTS ETC.**

The Operator will not be held responsible for the way some people may be affected by strobe lighting, sound, haze effect, bubble liquid, or any other lighting, or any other effect, that may be used. The Client must advise the Operator prior to the start of the Performance if any specific sound, lighting, or other effect should be avoided.

The Operator shall in no way be held responsible for any damage / injury caused by bubble liquid.

## **PHOTOGRAPHY**

The Operator may take photographs before or during events, and these may be published for promotional reasons and/or published on its website, all copyright will be held by the Operator. The Operator may use pictures showing people's faces; if the Client does not agree to this then this must be stated in writing at least fourteen days prior to the Performance Date.

## **HEALTH AND SAFETY**

The Operator will ensure that all electrical equipment used will be compliant with the relevant Health & Safety legislation regarding the equipment and personnel. A PAT (Portable Appliance Test) certificate will be available for inspection.

The Operator will not be responsible for any damage caused by the guests to the building where the services are provided, nor the building's contents.

Should the Venue need to be evacuated for any reason the responsibility for ensuring that this is done will rest with the Client.

## **TESTIMONIALS**

The Client agrees to allow future potential clients of the Operator to contact them to share their experience of the Operator and the Performance. If the Client does not agree to do this then this must be declared in writing at least fourteen days prior to the Performance Date.

The Client agrees to allow future potential clients of the Operator to view the Performance., with a maximum of two named individuals at any one Performance. If the Client does not agree to do this then this must be declared in writing at least fourteen days prior to the Performance Date.

## **GENERAL**

Neither the Client nor the Operator may make any alterations to these Terms and Conditions without the agreement of both the Client and the Operator prior to the Performance.

The Client agrees to defend, indemnify, assume liability for and hold the Operator harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including solicitor fees and court costs, arising out of or resulting from the Performance, regardless of the basis (except for gross negligence on the part of Operator).

The Client may not transfer the booking to another party without the prior written consent of the Operator.

The Operator reserves the right to refuse any booking without prejudice.

Both Client and Operator must be legally able and have full legal capacity to execute the Agreement on the agreed Performance Date. In the case of an event held for a person or persons under eighteen years of age, a representative aged eighteen or over must sign the booking form and accept responsibility for all aspects of the booking.

In all instances the Operator may, at their discretion, require positive identification of the

person signing the Booking Form.

The Disco Co  
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