



Terms & Conditions and Booking Form

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 One Mobile Disco within 7 working days of the issuing date. No alterations may be made to this contract by hirer / contracted artiste's / crisis cover entertainers without prior approval consent from One Mobile Disco. 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.

2 Discounted fee: When the balance payment clears 30 days before the event, the full fee price is discounted. Please allow time for cheque payment clearance. One Mobile Disco reserve the right to refuse discount where payment has not been made in full 30 days prior to function date. Cheque payments are accepted by One Mobile Disco] for balance settlement. Cheques should be made payable to S Davies

3 Reservation fee: you agree to our reservation fee which is payable in advance to secure entertainment. The reservation fee is deducted from the price quoted.

3.1 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.

4 The Client shall have the right to cancel the booking by serving upon One Mobile Disco 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.

4.1 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.

4.2 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.

4.3 The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

5 In the unlikely event that One Mobile Disco is unable to attend personally due to accident or sudden illness, [One Mobile Disco 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.

5.1 Force Majeure - One Mobile Disco 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.

6 In the event of contracted artiste's wishing to cancel the contract, the artiste will indemnify One Mobile Disco] against the cost of loss and or damage in full, unless due to accident or sudden illness. In this event, a medical certificate signed by a medical practitioner must be supplied to the hirer and One Mobile Disco within ten working days.

6.1 One Mobile Disco will not be liable for non-fulfilment of contract by contracted artistes. In the event of the client seeking compensation, One Mobile Disco will not be liable under any such claim and the contracted artiste will only be liable up to and not exceeding the contracted amount.

7 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 60 minutes each side of the booking times). Where appropriate, the hirer will also inform the

venue, in advance, of artiste(s) requirements. Please note: [INSERT YOUR DISCO NAME HERE] shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

7.1 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.

8 The hirer will ensure that safe and adequate power is available for artiste's performance.

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

8.2 The hirer agrees to arrange suitable changing facilities for artiste's as required.

9 The artiste agrees to contact the client when specified by One Mobile Disco

9.1 The hire 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.

9.2 The artiste agrees to provide proof of Public Liability Insurance and certifications as required by the venue.

Artistes Note: Failure to provide appropriate documentation as mentioned above may result in legal action by One Mobile Disco for non-performance due to the artiste not submitting correct documentation.

10 The hirer agrees that any re-engagement of contracted artiste(s) must be transacted through One Mobile Disco.

10.1 Any enquiry to the artiste(s) in respect of any engagement by guests, customers and or staff must be transacted through One Mobile Disco

10.2 Contracted artiste(s) agree not to supply, show or exchange own personal business card or personal telephone number or personal business service literature before, during or after performance.

11 The contracted artiste(s) is responsible for any taxes due arising from performance and will indemnify One Mobile Disco from such taxes should a claim arise.

12 The artiste(s) and their assistant(s) will respond to the hirer's reasonable request(s) and conduct themselves in a professional manner throughout attendance at the venue.

12.1 The artiste(s) will respond to the venue management's reasonable requests as to volume, sitting of equipment and or any other reasonable request(s).

12.2 The artiste(s) 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.

12.3 The hirer will notify One Mobile Disco of that all appropriate licences as required by law are in force at the time of performance(s).

13 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. One Mobile Disco will not be liable for the supervision of minors.

13.1 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 the artiste(s) or One Mobile Disco.

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

14 The hirer agrees that the confirmed One Mobile Disco 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 and the management of the venue. See 3.1 for 'Overtime Charge'.

15 One Mobile Disco 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 One Mobile Disco cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

16 Where the client requests that One Mobile Disco 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 One Mobile Disco 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 One Mobile Disco which must be settled in full before commencement of main entertainment.

16.1 One Mobile Disco 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 One Mobile Disco be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

16.2 Where the venue does not have its own parking facilities, One Mobile Disco 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, One Mobile Disco 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.

17 Where One Mobile Disco 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 9.1

18 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 One Mobile Disco or contracted artiste(s) to commence entertainment out-doors under any circumstances. One Mobile Disco 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.

Booking Agreement

To be completed and returned with deposit

This is an agreement made on the _____ between the Client, Client Name of Client address and the Service Provider, Steve Davies T/A One Mobile Disco of 19 Grosvenor Rd Barton Seagrave NN156TF

The Service Provider agrees to provide a mobile disco for the occasion on the date, time and location shown in this agreement. In exchange for the fee and subject to the terms and conditions also within this agreement.

Schedule

Venue -

Date -

Occasion -

Number of guests - Up to

Disco start & Finish -

Non-Returnable Deposit* - £

Balance to be paid on night - £

Total Fee - £

Terms and conditions

The booking has been reserved for the above date; in order to secure this, please read and sign this agreement and return within 7 days of receipt.

Should you wish to extend the performance times either on the night or beforehand, this is available at £25 per hour.

For the disco to operate correctly. A space of 3m(10ft) in length, 2m(7ft) in depth, and 2m(7ft) in height is required. Along with a minimum of one 240v plug socket. The Disco can fit in smaller spaces but may not appear as advertised in any images.

*In the unlikely event of the Service Provider having to cancel due to injury or illness a good effort will be made to find a suitable replacement. If this isn't possible, any payments made will be returned including deposits. If either the Service Provider or Client has to cancel due to act of god where performance from the Service Provider becomes unfeasibly difficult or expensive the deposit will be retained. If the Client cancels within 48 hours of the booked occasion or during the performance, the total fee will be liable.

Unless the performance and preparation you receive was misleading to what was advertised, in accordance with trading standards no part or full refunds will be made. This includes lack of attendance by guests, weather conditions and/or unreasonable expectations from the Client. Shelter must be provided for outdoor events.

The Client may request to see documentation referring to the legality of the service being provided (Public Liability Insurance & Portable Appliance Testing).

A testimonial will be requested after the proposed date, however you will not be obliged to give one. The Service Provider reserves the right to record, capture or reproduce any events that happen during performance unless requested beforehand.

It is understood that if any equipment or persons are in threat of damage or injury, the performance must cease until the Client has resolved the threat and full payment is still required.

The Service Provider and any assistants, will conduct themselves in a professional manner throughout.

Signed and agreed by the Service Provider

Name _____ Signature _____ Date ___/___/___

Signed and agreed by the Client

Name _____ Signature _____ Date ___/___/___

Alongside the "**Booking Agreement**" or "**Contract**" is our
"**Terms and Conditions**" of Booking

