



# Booking Terms and Conditions

We always confirm your booking in writing, and each booking is subject to the 'Terms and Conditions' below.

- 1. Booking Details
- 1.1) All bookings are subject to the terms and conditions set below.
- **1.2)** The DJ(s) will require adequate time for the installation and dismantling of the equipment. This amount of time will depend on the type of event, access and amount of equipment required. If the Client or Venue has special requirements for setting up/disassembly times or times of access, the Client must provide these details to the

Company prior to the booking, or additional charges may be made. Wherever possible, the Company will visit the Venue prior to quoting in order to estimate the time/work/equipment required. Please bear in mind that if there is not sufficient time to do this, or if the distance, opening hours of the venue or other matters prohibit this, then the Company must rely on information given by the Client in providing a Quotation. Parking/Toll charges will be charged at cost.

- **1.3)** Both the company and client offer assurances that no previous bookings exist with other clients/companies that would affect the booking.
- **1.4)** If the Client has another booking which results in the cancellation of the contract, cancellation costs in Paragraph 2 do not apply and the full payment is required.
- **1.5)** If the company has another booking that results in the cancellation of the contract a full refund will be given. However, the Company warrants that it will attend any booked event to the best of its ability. Only under exceptional circumstances (such as illness), work may be sub-contracted, but only to known, experienced DJs with proven credentials. The company maintains a list of approved 'partners' for this express purpose, and operates a reciprocal agreement with such approved suppliers. The cost of hiring in any other company in these circumstances will be borne by the Company. \*\*This has never happened with TheDISCOCo
- **1.6)** The Company will be in attendance at the venue in good time to set up for the event. However, if they are prevented from setting up by the late running of the event, the client agrees that the same amount of setup time is still needed, and any consequent late start to the entertainment will not be the responsibility of the Company.

# 2. Payments

- **2.1)** Booking fees can be made in Cash, Card payments. (\*Transaction charge will be added to the invoice For card payments)
- **2.2)** If the DJ is required to play, past the agreed time, the fee for such overtime is £50.00 for up to each 60 minutes period, payable in cash or card payment at the time of requesting extra time. This is subject to the conditions of the Venue, and is at the DJ's discretion, inline with the operator.
- **2.3)** If any payments are not received by the due date, the Company may refuse to attend the event, and full payment will still be required, as this will be considered a breach of contract. The Company may, at its discretion, allow a time to pay, but this is exceptional and must be agreed before the commencement of the event.
- **2.4)** (If agreed in advance with the operator, all fee's must be paid in full to the DJ within the first hour of performance. If the DJ is not paid in full, then they reserve the right to terminate the performance earlier than the scheduled time, and the full fee will still be charged.
- **2.5)** Invoice payments are expected by the due date, and the customer is liable to collection charges if the invoice is unpaid after reasonable time and effort has been made by the operator to resolve the payment.

Collection charges:

- Venue/Property visit is charged by the hour at £45.00
- Private Debt Collection Additional fee rated at 45% of outstanding invoice.
- Money Claims Online Fee This will vary depending on the amount outstanding.

If the DJ completes the performance at the scheduled time and is told that payment will be made on the next day or days then we have the right to charge £80.00 for failing to pay during our performance time and then £100.00 per 7 day period (7 day period is calculated from the booked time to start our performance). The overdue payment is capped at the same amount as the late payment, and further charges may be added i.e Recorded Mail-£20.00, additional mileage £1.00 per mile to include fuel and time spent, Additional legal costs will be forwarded by the instructed solicitor. Further charges will be documented on an amended invoice and issued at the time of amendment.

# 3. Deposits, Cancellations and Postponements

- **3.1)** In the event of the client wishing to cancel or postpone the event for any reasons within 28 days of the booked date, the minimum amount to be charged is £25.00 and within 14 days of the booked date we will charge the entire fee agreed at time of booking. The Client must notify the Company as soon as is practicable and in writing.
- **3.2)** If the cancellation or postponement is made less than 14 days before the event, the entire fee will be due. This is because it is unlikely the Company will receive a replacement booking at such a

late date. However if we were to take another booking we will always refund this fee less £25.00 which is the minimum non refundable amount.

- **3.3)** At the Company's discretion, the Company may agree to alter the date of the booking, such replacement date to be within 3 months of the original booking date, and subject to the Company being available on the replacement date.
- **3.4)** All bookings are confirmed in writing by the client and we will then issue the "Booking Confirmation/Invoice", which does ask for a 'required deposit' but this in not a mandatory requirement for the agreed booking unless otherwise agreed between the client and company.

## 4. Conduct and Security

- **4.1)** The client will ensure that the audience and anyone other than the Company's team conduct themselves in a proper manner. The company will not be held responsible for any actions, behaviour or damage caused by those attending the event, under any circumstances.
- **4.2)** The Company's team will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the clients requests (unless in breach of any laws or venue requirements/restrictions) as to volume, positioning of equipment, and any other reasonable requests. If you require the DJ and any other staff to adhere to any specific dress code please advise at the time of booking. We will happily oblige wherever possible.
- **4.3)** Often, the Company will take photographs or video footage of events, to be used in promotional materials. If you, the Client, object to this, please notify the Company before the date of the event.

Copies of photographs and videos, if possible, may be obtainable from the Company – please ask for details.

- **4.4)** The client will be held responsible for any theft or damage of any equipment (including vehicles stored on the premises) belonging to the company caused by anyone other than members of the Company's team.
- **4.5)** It is solely the responsibility of the client to ensure the venue has sufficient and legal security for both personnel and equipment (including vehicles used by the company).
- **4.6)** The Company will not be held responsible for damage to the venue caused by the company's equipment. The Company must be notified of any potential problems.
- **4.7)** The Company operates a zero tolerance policy regarding abuse to its staff, whether verbal or physical, actual or implied. The Client is responsible for the behaviour of his/her guests at all times, and is responsible for providing any security necessary to police such behaviour. In the event of any actual or threatened abuse, the DJ may turn the music down, and request that the matter is dealt with. The music will be left turned down for up to 10 minutes, and if the problem is not dealt with in that time, the DJ has the right to refuse to play on, and may end the performance. In such circumstances the full fee is still payable, and any damages or loss will be reclaimed from the Client. Any illegal behaviour will be reported to the police.
- **4.8)** The Company operates a zero tolerance policy towards drugs, under-age drinking or other illicit behaviour, and will not be a party to such behaviour. Such actions as detailed in Paragraph 4.7 may be taken in these circumstances.

### 5. Health & Safety

- **5.1)** It is solely the responsibility of the client to ensure the Venue complies with Health & Safety, and holds all necessary certification, Public Liability Insurance, Public Performance Licences, etc.
- **5.2)** The company will ensure their equipment fully complies with all the relevant Health & Safety legislation regarding the equipment and personnel.
- **5.3)** The Client is responsible for ensuring that the venue can provide a safe and practical area in which the Company can set up and operate its equipment. The bare minimum power requirement is two 13Amp sockets, preferably on a separate and on an unloaded circuit. For most venues, this is adequate; however for very large venues different requirements may be necessary.
- **5.4)** The equipment used may include such items as lighting stands, truss systems, speaker stands and other constructions. The area provided must be both safe and practical. If the DJ deems that the Venue is unsafe, the Company reserves the right to refuse to set up, and in this case the full fee would still be payable, as the Company has turned up, but is prevented from working by Health & Safety Issues which are the Clients responsibility.
- **5.5)** A suitable parking area must be available for the loading and unloading of the company's equipment at the venue. Likewise, there must be adequate and direct access to the Venue or function room.
- \*\* All legal or recovery costs incurred will be charged to the relevant client.

If you require a copy of the 'Terms and Conditions' in a larger print please contact us.

DJ GAV'S DISCO		
DJ GAV J DISCO		

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