

Attack the Dance Floor Mobile Disco

TERMS AND CONDITION

For Hiring a Mobile Disco

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All businesses should have terms and condition as a way of protecting both the client and company. They create certainty, minimise disputes and mismatched expectations, covering both the obvious and not so obvious. We have written our terms and conditions with the assistance of Trading Standards to ensure they comply under both the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts 1999.

Below we have tried to demonstrate why we feel each of these terms or conditions of contract is required and fair to both parties. The section entitled *fairness check* is just a commentary on why we feel this is mutually beneficial.

1. Quotations and Bookings

During the correspondence phase prior to booking we may use many different forms of contact. We consider contact via phone, instant messages, emails, forum messages or requests from 3rd parties like "I NEED A DJ" to be all legitimate ways of requesting a quotation from us. We do this to make it easy for the client to get a price as we don't give a fixed rate on our website or any advertisements. This will be the price we agree on should you accept the quote. If at any time you want a formal communication via email to confirm please request one from whoever gives you the quote.

Once you have received our quote check it over to ensure all the details are correct. It should outlay the names of the client and company involved and the date, time and location of your event. When we send out this document we hold your date for 7 days to allow payment of the deposit (see below). Once the deposit is paid you agree to both the contract and the terms and conditions listed.

At this time we will make a DJ or the requested DJ exclusive to your event. This means we will turn away any other enquiries for the date and give out no further quotes for the date. At this time our booking guarantee becomes valid (see below for more information).

Please be advised that the quote is based upon the information you have provided. We have assessed the venue size, distance, ease of access, how many guests are coming, size of PA needed and many other factors. If you need to change the venue or other details we may have to modify the agreed price accordingly.

The only issue that could cause a problem is a change of date. In this case if the DJ is already booked we will do our best to work with you to find another date or DJ from within our network, but should this not be possible you would lose your booking deposit as a way to compensate the DJ. We do not deem this change a cancellation so only the deposit is lost as long as you consult with us about the changes to the event.

Fairness check: As a balance of fairness when a quote is reassessed it can go up or down in price. We will make every effort to provide a service on the new date and if not the customer is under no obligation. If the 7 days is not long enough we will be happy to extend so long as we are kept in the loop.

2. Deposits and Payments

You can make your deposit by cash, cheque, Paypal or direct bank transfer. Cash must be exchanged face to face and cheques must be posted and will mean your booking is not confirmed till the payment has cleared. The normal deposit is £30.

The balance should be paid to the DJ on arrival at your event or prior via any of the above methods. If you require an invoice please let us know in advance so it can be prepared and printed. We ask for the payment before the event so the DJ will not have to hunt around after the event for the client or have to deal with people who are under the influence of alcohol. We are also often under pressure from venues to get packed up and off site as quickly as possible.

We understand that sometime problems crop up or misunderstandings happen so if you are not able to settle the balance on the night please speak with the DJ to agree how you can pay. We will take legal action if full payment has not been received within 7 days of the event via the County Court Money Claims Centre. <https://www.gov.uk/options-if-youre-owed-money>

Fairness check: We try to provide as many ways as possible to pay and will only rely on legal action as a last resort after we have tried to mediate with the client.

3. Cancellation Policy

From time to time clients will get cheaper quotes or change their minds after the contract is returned. We need the cancellation policy to protect our revenue as clients cancelling without suitable notice can mean our DJs don't get paid as they don't have enough time to arrange alternative work.

You have the right to cancel at any time but will be invoiced as follows: 1 full months' notice = loss of booking deposit. Less than 1 full months' notice = 50% of quoted price. On the day of event = full quoted price. We will send an invoice for anything over the deposit to the Client and will expect payment within 7 days.

Our Booking Guarantee: We believe there is nothing worse than not having a DJ turn up to an event. Thus far we have a 100% record of attendance at booked events and hope that this will long continue. However as with everything in life no one can see the future so we have to specify that if we do not turn up to your event – we will give you the full booking price as compensation. This of course will not make up for a spoiled event so we also promise that we will do everything that we reasonably can to ensure someone attends to provide the service requested.

The only events that would invalidate this guarantee are serious physical injury to the DJ so that they could not reasonably perform their duties; a serious road traffic accident in which we are unable to get the gear to the event or in which it becomes damaged; in the event of fire or theft where we do not have suitable time to acquire replacements.

Fairness Check: Our cancellation policy is here to protect both you the client and our DJs. As the client you want to ensure a DJ turns up to your event and as a DJ we rely on the payment from events as an income. We give our guarantee so you can have peace of mind that barring unforeseen and unavoidable issues that mean there is no way possible for us to fulfil the obligation, we will be there.

4. Access

The client should ensure that the venue can provide a facility to park our vehicle safely and securely. We understand that most venues will not take responsibilities for their parking facilities. We also need to be able to park temporarily near the best access to the function room or place of set up.

As we move a large amount of heavy objects around guests should be asked to keep access clear and move out of the way if requested. We always try to set up during quiet times but after the event guests can often hang around and congregate in doorways or stairwells.

Unless requested we will arrive 60mins before the event to set-up and will require 60mins after the event for breaking down and packing away. Venues with difficult access or upstairs may incur a premium in the quote and additional time to for set-up and break down. A suitable area should be set aside for the DJ and his equipment that will allow him to work safely and comfortably. He should also be able to position his equipment where it poses no danger to the public.

We do not ask for any help in setting up from the Client or their guests. For safe working practices we would always turn down any offer of assistance due to insurance constraints.

Fairness Check: If there is not suitable parking and access it can impeded and increase the time it takes to set up. We have to consider personal health and safety as after getting a DJ to a gig having them fall down a poorly lit stairwell could end the night. Good access means we get to start the party on time and everything can be set up for maximum safety.

5. Power Source and Equipment Failure

We adhere to all the rules and regulations set out in HSE EAW Act 1989. We PAT test equipment and maintain it to a high standard. During the set-up we test the noise output in dB to ensure the music will not be damaging to people hearing and we use our leads and extensions with built in circuit breakers.

All we require from the venue is 2 x 13amp power outlets in close proximity (5m) to the area in which the DJ will set up. If you have a system which has a power cut off or dB meter please let the DJ know as this may need us to change our setup. Any damage caused by an irregular power supply or forced disconnection is the responsibility of the client who would in turn claim against the venue.

In the unlikely event that we have equipment failure of any major equipment we will do our best to get a replacement to the venue. Many backup items are carried by DJ's so we would hope to ensure the show goes on. If we cannot provide a suitable service we will discuss with the client what level of service can be provided and agree a reducing in price.

For issues beyond our control such as power failure and acts of God, where we are unable to provide the service safely or we deem that there is a health and safety risk the fee is still payable.

Fairness Check: Many a band has fallen foul of the sound meter over the years. These devices kill the power to the stage in the event that the music exceeds the set level. Not powering down the equipment correctly can lead to damage and corruption of hard drives. Similarly we've had to work with generators and unregulated power sources that struggle to power the rig. We want you to get a perfectly uninterrupted performance but we have no control over the electric supply.

6. Security and Conduct

It is the responsibility of the Client to ensure that the equipment we bring to the venue is safe, secure and protected from damage. We also expect the same for our staff. The client will ensure the responsible conduct of guests is liable for any damages caused to the DJ's equipment and personal belongings.

We will accept song requests and nominations from your guests unless you advise otherwise, however if you wish us to change the sound level or have any other request other than announcing last orders, these requests must come from the client or a nominated person to avoid contradictory and conflicting interests. The only exception to this is intervention from the venue owner, police or local council.

No violent, aggressive or abusive behaviour will be tolerated and if at any time the DJ feels under threat they will terminate the disco/karaoke and pack away. If required the police will be informed. The DJ is not responsible for ejecting any personnel from the venue and will do their best to keep the client informed of any issue. No refunds will be given and payment in full is still expected. Access control to your event is the client's responsibility so all of the above extends to members of the public as well as invited guests. In the event that the venue needs evacuation for any reason the DJ will make a verbal announcement, power down and leave the premises.

DJs also have the right to European working time directives and can be required to stand behind the desk for long periods of time. Where possible please provide refreshments. If the DJ needs to leave the stand for any reason they will set up music to auto-play but this should only be to acquire a drink, use the ablutions or perhaps to speak with a guest.

Our certificate of PLI insurance is available for inspection at all times.

Fairness Check: the conundrum of a DJ is trying to work safely while those around him are having a great time dancing and drinking. We have to be conscious of your guests welfare at all times. We are there to keep the music playing and not to deal with angry guests, look after children or coordinate during an emergency. We can often upset clients by taking instructions from guests which is why we ask that everything is done via the client. This may sound like a lot is put on the client's shoulders but in reality it is rare that incidents happen.

7. Minors

Any children under the age of 16 will need to be supervised at all times by a suitable ratio of adults to minors. Children should be advised not to touch any equipment and keep drinks well clear of electrical equipment and power sources. Any DJ assigned to an under 16's party will be CRB or DBS checked. DJs will be happy to help you arrange any party games and activities and will use "radio edits" of songs to ensure they are free from sexual reference and foul language. Unless specifically requested all over 16's events will use the original track.

Fairness Check: We want your children to be safe and enjoy themselves. We do a lot of kid's parties and they don't have a full awareness of the dangers when running around with drinks in their hands, wearing socks on slippery floors, next to heavy electrical equipment.

8. Licensing

It is the responsibility of the client to ensure that the venue is suitably licensed for the event and you have all the required permissions. We use a Content Unlimited system, which provides us access to over 15million audio files from Grooveshark. In situations where an Internet Service is not available the DJ will have a more than reasonable amount of music stored from this service on his PC. If the venue does have a wireless connection, please provide the access key to the DJ.

Fairness Check: The Police can enter the premises and ask for evidence of our ownership of the music at any time. This is amazingly difficult to prove with Digital Media. By using an internet supplier we extend their licence to us so as long as we keep our suggestion up to date we can keep the show running and say yes to just about any of your guests requests. For us it gives us the reassurance that these songs are complete and high quality.

9. Extended Hire

Where possible we try to accommodate the client's requests for extended playing time. This is subject to the DJ's commitments and an hourly service charge which will be advised on request and is payable immediately. Extended hire should always be agreed with the venue owner before the speaking with the DJ.

Fairness Check: It's easy to find that the end of the night comes too fast and your guests are still having a great time. In the majority of instances our DJs will be happy to continue for a couple of extra hours however in some cases because of travel time or other commitments this may not be possible so it's not a guarantee. More often than not it will be the venue itself that enforces the closing time due to licensing or local neighbour agreements.

10. Working with other Entertainment and Pre-requested Music

Our DJ's are more than willing to work alongside other performers and forms of entertainment, please ensure that they know what is expected of them and if there is any overrun of change to schedule it does not affect the contracted hours.

Any requests for music should be submitted 7 days prior to the booking and we will endeavour to play them if the tracks are available. Special tracks can also be requested and we will do our best to source a suitable quality recording but cannot guarantee availability. If you wish to send us a play list of sample track to play at your event please do so but it should not include more than 30 songs.

If you wish to bring us a track please do so only on digital mp3 format on a memory stick and ensure you have the required copyright permissions to use the recording. All of our systems are digital so we cannot play CD's or older formats.

Fairness Check: We have a huge collection of tracks and access to almost unlimited online. If you want something special give us a few days and we'll normally find it for you. We also love teaming up with other entertainers and have a track record of successful partnerships at events.

11. Photography and Effects

We reserve the right to take photographs and video footage at events to be used in promotional materials and on our websites and social media. If any guest has an objection to their image being

used please contact us via email to discuss removal or pixilation. We will always make these photographs available to the client license free on request.

Guests should be advised that we use occasional strobe lighting, high level sound, smoke/haze effects, bubble liquid and UV lights during the performance. If you have specific requirements please discuss these with the DJ before the event commences.

Fairness Check: We often use photos to promote our service and on our website or Facebook etc. If any of your guests are not happy with us using their image we will remove them immediately. If you like any of the images we use please feel free to take a copy or ask us for the original. Similarly we do not expect the client to be aware of their guests health issues however we also cannot be held responsible if any people are adversely affected by the effects we use.