

# Terms & Conditions of DJ/Disco Hire

These are the Terms agreed between

The Client and Petals & Daisies

## Definitions

You, Your, The Client, Clients, The Hirer, The Hirers – Refer to the person/s making the booking who enter into a contract direct with the supplier/s of the chosen vehicle/s.

Petals & Daisies, We, Us, Our – Refer to Ollif & Co Ltd T/A Petals & Daisies its directors and/or employees. Providing Wedding Car, Wedding Hair, DJ/Discos services..

## 1 Quotes & Payments

All Petals & Daisies services require the payment of a deposit upon booking in order to secure the booking. Payment of a deposit is seen as acceptance of these terms and conditions.

A receipt shall be issued upon request for all monies received.

The outstanding balance payment must be no less than 42 days prior to the event or by prior agreement direct to the DJ at the venue, unless otherwise previously agreed by us in writing.

Payment of the balance to the DJ on the night will be seen as acceptance of your satisfaction with the service received.

## 2 Venue

A Table (a standard 6 feet table or similar will be fine) for the use of our DJ and access to an adequate Power source (2 'normal' plug sockets in the wall within 10 metres of our set-up point) shall be provided by the customer for the exclusive use of the DJ on the agreed date.

If supplying a table or good access to power is a problem- we need to know in advance so we can bring a table and / or sufficient extension leads.

The DJs are to be given sufficient room and a clean flat surface to set-up on, which is in a weather-proof environment, and in a place which is free from any types of extreme atmospheric conditions which may affect the DJ or compromise the equipment in any way (i.e., not excessively dirty, damp, dusty, cold, hot, etc.).

If the venue is up or down stairs (more than a single storey or 14 stairs), or more than 50metres (by foot on the quickest most direct and accessible route) from where the DJ can park legally, safely and easily to unload the equipment from the vehicle to the set-up point, we will need to know in advance. If we are not pre-warned and the distance is more than this or there more than the 14 stairs, then the DJ is within their rights to charge an extra fee of £1.00 per stair (over 14 stairs) and £1.00 per metre for distances over 50metres. Extra stairs or distances will also mean extra time for set-up. Late starts due to stairs or distances exceeding those mentioned will not be deemed as the DJ's fault and any time lost will still be charged.

It is your responsibility to inform us of any **height restrictions** for vehicular access at the venue. If the DJ cannot gain access as a consequence of any height restrictions then any Disco time lost will not be seen as the DJ's fault and this time will still be charged as normal.

Safe parking should be available for the DJ for the duration of the performance and for a reasonable amount of time prior to and after the performance for equipment set-up and break-down, and any loading of equipment. Any parking fees paid during these times will be your responsibility and will be charged accordingly. Any parking fines will also be your responsibility if we are informed that we are able to park somewhere and subsequently receive a fine.

## 3 Music selection

The services included in disco entertainment consist of:-

Music selection from the DJ's music library, and or by a provided play list whatever is agreed at the time of booking

- Microphones for any speeches
- Master of Ceremonies (if pre booked)
- Singing DJ (if prebooked and songs chosen)
- Karaoke (if prebooked)

We are to provide suitable equipment to play the selected music. The DJ will make every effort to play all requests but cannot be held responsible if specific selections are not available.

The selection of equipment to be used at the event is left to the discretion of the DJ, and is based upon the size and conditions of the venue, it's location and the type of event. Whilst every effort is made to ensure that the requested lighting and special-effects you've asked for are supplied to you- the presence of and use of any lighting effect(s) offered cannot be guaranteed unless they are paid for separately.

#### **4 Extension to agreed time**

The customer may request that the DJ play longer than the agreed performance times. The DJ will provide a longer performance if the total balance (including this overtime amount) has been paid in full and no other obligations are pending.

The absolute minimum hourly rate for overtime is £30 per hour, or part thereof. However as all overtime payments are made personally to and retained by the DJ, the DJ has the right to agree a suitable fee over and above this minimum. The availability of the DJ for overtime cannot be guaranteed.

#### **5 Damage**

The customer will be responsible for any damage (normal wear and tear excluded) to any equipment (sound & lighting equipment and/or music library) provided during the booked time period, including a reasonable set-up and pack-up time period before and after this period.

#### **6 Conduct**

The DJs are to play in a safe, non-abusive environment. Any mistreatment or abuse of the DJ in any way will result in the immediate discontinuation of services with full balance still due/no refunds given.

#### **7 Force Majeure**

The DJ is not responsible for power outages of any kind, strikes, or acts of God, nor is the DJ responsible for any equipment that fails at the event. In the unlikely event that equipment fails, the DJ will, on a best effort basis, find suitable back-up equipment. The DJ will not be held responsible for any damage to the venue where the services are provided, nor is the DJ responsible for any injuries which may occur.

#### **8 Delays**

Whilst every effort is made to ensure that your event will run smoothly, if the DJ is unable to start or the entire amount of time booked cannot be completed for ANY reason outside the DJ's control, then full payment for the entire time booked shall still be payable, this includes late start or stoppages for any reason for or due to... fire alarms, bouncy or unsuitable flooring, noise limiters, power failures or power outages, acts of God, lock-outs, strikes, insufficient power points, insufficient power, insufficient tables, insufficient space to set-up in, difficult access, excessive distances for access, etc. If the stoppage is due to the DJ's own equipment or hardware/software failure, then a proportionate amount of money will be deducted from the total amount of money due.

Our liability, in circumstances of any kind, will not exceed the total value of the booking price.

#### **Cancellation**

Notice of cancellation by the customer shall be in writing and delivered to the DJ before 42 days prior to the above event, in which case a refund, if any due, with exception of the deposit, will be expedited. If such notification is not given, Petals & daisies will have the right to claim for the full service fee, including the deposit.

The deposit is non-refundable for any reason [other than as stated below], even if the 43 days notice is given. If the customer, for any reason, is delinquent on payment date above, the unpaid balance will be subject to a 10% financing/debtor charge. Forms of payment include cash, cheque accompanied by a valid 'Guarantee-Card' and bank transfer.

Notice of cancellation by the DJ shall be given to the customer before 1 (one) week prior to the above event wherever possible, in which case a full refund, if any due, will be expedited. This would be due to proven sickness, accidents, equipment malfunction or loss/theft, acts of God or any situation beyond the control of the DJ.

In the extremely unlikely event that the DJ is unable to appear, Petals & Daisies will make every effort to find a qualified substitute replacement on a like for like basis. In the unlikely event that a replacement cannot be found, Petals & Daisies will make a full refund of any monies paid by the customer.

The customer agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Petals & Daisies

In the unlikely event that the DJ is delayed and the event does not start on time due to this, or that time is lost during the event due to equipment malfunction, Petals & daisies will refund the portion of fees paid prorated to the time lost. The customer agrees that the prorated refund will be the full extent of damages he or she is entitled to and no further damages may be sought against Petals & Daisies