

# ACTIVE DISCOS

## Booking Conditions

Booking Client refers to the individual responsible for booking the disco, signing the Booking Form, agreeing to the terms of contract and paying for the disco and DJ.

Active Discos or the Company refers to the company providing; the Customer Booking Form, the conditions of contract and the Disco and DJ thereafter.

DJ and Disco refers to the company or individual(s) supplying and assembling the disco equipment, operating the equipment (including the playing of music) and providing any other services to the Booking Client between the agreed times on the agreed Booking date.

1. The booking of a disco will only become a confirmed booking once Active Discos has the booking deposit, as agreed in the Customer Booking form, AND a signed copy of the booking form.
2. Cancellations must be made in writing by the Booking Client. On receipt of a cancellation letter Active Discos will return all monies paid by the Booking Client for the Cancelled booking minus the Booking Deposit.
3. Active Discos operates in the supply of Disco's and DJ's and in doing so will provide a sub-contracted DJ and Disco to cover Client bookings.
4. The Booking Client is responsible for any damage (normal wear and tear excluded) to equipment (sound/lighting/music equipment) caused by anyone in attendance at the event during the contracted time period, including the time allowed for setting up and packing away (unless damage is due to Active Discos negligence). The full retail cost of any repairs or replacements required will be charged to the Booking Client who will be advised of damages, no more than 7 days after the event date.
5. Active Discos does not tolerate any violent, aggressive or abusive behaviour from anyone. We reserve the right to terminate our services at any time should we feel our personal safety or the safety of our equipment is under threat. If this occurs, no refund of any fees will be given and we reserve the right to claim damages against any person(s) in addition to point 4.
6. If a booking has been confirmed and the DJ attends the function to find another service provider has been booked by the Booking Client, the promoter(s) or any other persons, then the full disco fee shall still be payable as per the booking agreement.
7. Public Liability Insurance (PLI) cover is provided by Active Discos only for the protection of the public against damage caused to the public by the company personnel or equipment and not by any action of the booking Client or anyone in attendance, who may cause any such damage to themselves or others which may include, but is not restricted to them being under the influence of alcohol or other substances. If the Company uses a sub-contracted DJ and Disco we are unable to guarantee that the DJ and Disco will carry any form of PLI. It is the Booking Clients responsibility to make it clear during the booking process if they specifically require a DJ and Disco that has PLI. Upon such request Active Discos will provide a disco that is PLI insured.
8. All disco equipment supplied directly by Active Discos has been Portable Appliance Tested (PAT Tested); this excludes electrical items less than 12 months old. If the company uses a sub-contracted disco we unable to guarantee the equipment used by the sub-contracted company has been PAT tested. It is the Booking Clients responsibility to make it clear during the booking process if they specifically require a disco that has been PAT tested. Upon such request Active Discos will provide a disco that has been PAT tested.
9. The company is not responsible for any damage caused to the room or building where the services are provided, and is not responsible for any power outages.
10. The company agree to conduct themselves in a sober and proper manner and respond to the reasonable wishes of the booking representative as to volume of PA equipment, siting of equipment or other matters concerning people's enjoyment of the event.
11. The Booking Client shall ensure the venue will allow the company adequate access time for the setting up and taking down of any equipment. If the performance or set up time is delayed due to the inability of the company to gain access to the required area(s), or any other delay beyond the company's reasonable control, no liability will be accepted and no refund will be given.
12. Payment to the company will be as stated for the agreed appearance times. Any additional changes to times must be agreed in writing by both parties and will be subject to a possible increase or decrease of cost.
13. Requests on the booking date for extra hours, or part thereof, including standing charge and/or requests for early set-up of equipment, will be subject to an increase in cost. Active Discos standard booking costs are no longer applicable at this stage, and charging is left entirely to the discretion of the DJ, including the option for the DJ to decline any such request.
14. Payments of due balance received on the booking date must be in cash and should be delivered to the DJ prior to the scheduled start time. Under no circumstances will the Company begin rendering services until the balance is paid in full.
15. The company is not responsible for obtaining any licence that may be required to stage the event. The Booking Client shall ensure that any such licences' are obtained at least 31 days prior to the event. If they are unable to obtain this and need to cancel the event, please refer to the point 2 above.
16. The company, at their discretion, reserves the right to discontinue all or part of equipment usage if the power provided is not capable of operating the equipment without risk of damage to the equipment, company or the public, or if the working environment constitutes a health and safety risk, no refund of any fees will be given
17. The company, at their discretion, reserves the right to discontinue all or part of equipment at venues where Noise Limiters are installed; no refund of any fees will be given. The company cannot be held liable for any disruption or dissatisfaction resulting from the effects of a Noise Limiter.
18. The DJ and Disco is unable to operate the equipment in an open space without adequate flooring and covering to protect from rain and rising damp, moisture etc regardless of the immediate weather conditions. If the Booking Client or venue management is unable to provide an alternative siting or reasonable covering for the disco, the company will be forced to terminate the booking and no refunds will be given.
19. Active Discos cannot be held responsible for any cleaning costs, however incurred, whilst using any of our products.
20. The company may take photographs before or during events, and publish for promotional reasons, all copyright is held by Active Discos, and we may use pictures showing peoples faces, if you do not agree to this, you must let the company know prior to your event.
21. If the company has to deliver or set up equipment or products prior to your event this may incur a small charge, the Booking Client is also responsible for the security of all the equipment and products.
22. The company cannot be held liable for failing to attend any function due to circumstances beyond our control, for example weather/road conditions.
23. The company is not responsible for the behaviour and safety of anyone under the age of 16, and the Booking Client will provide, and maintain, adequate adult supervision at all times.
24. Specific music requests are to be received no later than 7 days prior to event date. The DJ will then make a reasonable attempt to play a mixture of the music requested, but cannot guarantee that ALL music requests will be played during the agreed time.

25. The company operates a complaints procedure, complaints should be sent in writing only by the Booking Client, and addressed to P Johnson and posted to the address listed on this booking form.
26. All right reserved