

Terms & Conditions (v2.0)

What it all means!

We have devised the following *legal speak* for your benefit, as well as our own too. It covers the most important aspects of our work and will hopefully give you a good idea of the things which can but, thankfully, rarely go wrong. It covers the things most of our customers probably wouldn't consider when making a booking, but it's very necessary and is done for good reason.

It is not a series of excuses for us to get away with not playing your favourite music, or for us to get out of complying to your instructions. Quite the opposite in fact. We have always been careful to listen to our customer's needs and make sure they are happy. So the following is more or less *in case it goes wrong or just so you know what happens if*.

Believe us when we say, we're actually quite flexible and far more so than this document might suggest. We are happy to vary much of the following so it fits in better with your needs. We care about getting things right, so the following is quite necessary to ensure the smooth running of our services which should in turn ensure that you enjoy a great night.

Definitions of Law

(a) "The Service" shall mean "mobile discos", "DJs", "production services" and all other services, goods, components or other items hired by Centre Stage Discos.

(b) "The Client" is the person, firm, corporate or public body, hereafter referred to as "you" or "The Client", hiring the services and/or equipment.

(c) "The Company" is Centre Stage Discos hereafter referred to as "Centre Stage Discos", "Us", "We" or "The Company".

(d) "Consequential Loss" shall mean loss of profits, contracts or any other consequential loss or damages whatsoever unless due to the negligence of Centre Stage Discos.

(e) "The Contract" shall be interpreted and applied in accordance with presiding law and the parties to this contract agree to submit to the exclusive jurisdiction of regional courts.

1.1 The Contract reflects the verbal agreement. It shall include any Terms agreed prior to its issue.

1.2 It shall be deemed unaccepted unless the booking form and retainer deposit is received by Centre Stage Discos within 7 working days of the issuing date.

1.3 No alterations may be made to this Contract by The Client/DJ/ Production Service without prior approval consent from Centre Stage Discos.

1.4 By completing and sending the 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 and the Service that Centre Stage Discos will provide to you as the "The Client".

2 Deposit: you agree to our Deposit which is payable in advance to secure Entertainment and/or Production Services. The Deposit is deducted from the Fee quoted.

2.1 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 and/or Production Services.

3. FEES: All fees, including Deposit and Balance, are to be paid no less than 30 days in advance in advance of the event, unless by prior arrangement.

4. CANCELLATION: The Client shall have the right to cancel the booking by serving upon Centre Stage Discos not less than 30 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.

4.1 The Deposit will be forfeited if cancellation is made less than 30 days before the event date.

4.2 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within 14 days of the event date.

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

4.4 Unless the performance and preparation you receive was misleading to what was advertised, in accordance with Trading Standards, no part or full refund will be made. This includes lack or attendance by guests, weather conditions and unreasonable expectations from The Client.

5 In the event that Centre Stage Discos is unable to attend personally due to accident or sudden illness, Centre Stage Discos shall endeavour to provide a suitable substitute offering a similar Service to The Client. If this is not possible, any payments made will be returned, including the Deposit. This does not apply in circumstances detailed in 5.1.

5.1 Force Majeure – Centre Stage Discos 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, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

6 The Client 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 Client and The Venue will allow suitable time for the installation and dismantling and removal of equipment (up to 90 minutes each side of the booking times unless otherwise previously agreed). Where appropriate, The Client will also inform The Venue, in advance, of Centre Stage Discos' requirements.

6.2 Centre Stage Discos shall not be liable for any additional charges levied to The Client by The Venue in relation to load-in and/or load-out time-scales.

7 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 Client agrees to make provision for suitable overnight accommodation to the satisfaction of all DJs/Production Service providers and directly associated crew, if this time is exceeded or expected to be exceeded.

8 The Client will ensure that safe and adequate power is available for the provision of the Entertainment/Production Service(s) booked.

8.1 Centre Stage Discos requires a minimum of two 13 amp sockets from a reliable power source within 25 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the Client. Two circuits are preferred, where possible.

8.2 The Client shall provide crowd control if warranted; and furnishing directions to place of engagement. The Client is responsible for paying any charges imposed by the venue.

8.3 The Client shall provide Centre Stage Discos with safe and appropriate working conditions. This includes a minimum of 7 metres by 4 metres area for setup, space for setting up speakers and lighting stands, but are not limited to, parking and use of electric power. *Please note: we are happy to vary the amount of equipment used should space be limited.*

8.4 The Client ensures that they have verified The Venue power sources are electrically safe and conform to the current Electrical Installation Safety Standards certificate must be made available upon request by The Venue under LAW.

8.5 The Client shall ensure provision of a suitably sized table, or tables, for the control equipment. We require a space of not less than two metres on which to stand our control equipment. You must inform us beforehand if you feel such tables are unlikely to be available as we can bring our own booth. This is, however, much smaller and may be restrictive.

9 The Client will inform Centre Stage Discos prior to Event Date confirmation of The Venue having a sound limiter installation. If The Venue has any sound limiting device installed on the premises, The Client must accept that the volume levels delivered by Centre Stage Discos may be severely restricted. *Please note: Although it's unlikely to happen, Centre Stage Discos reserve the right to decline providing Service at Venues with a sound limiter installed. Sound limiters can shut down the mains supply to the disco without warning. They are installed to protect neighbours from undue noise levels, but they can be more restrictive than they are helpful when set aggressively low.*

10 Centre Stage Discos will respond to The Client's reasonable request(s) and conduct themselves in a professional manner throughout attendance at The Venue.

10.1 Centre Stage Discos will respond to The Venue management's reasonable requests such as volume, siting of equipment and or any other reasonable request(s).

10.2 Centre Stage Discos 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.

10.3 The Client will notify Centre Stage Discos that all appropriate licences as required by law are in force at the time of the Event.

10.4 Centre Stage Discos agrees to provide proof of Public Liability Insurance and all necessary certifications as required in advance of the Event Date.

11.1 The Client agrees to provide adequate supervision of guests and will ensure that The Venue management adequately supervises customers and or staff on site premises.

11.2 Where the event may include guests under the age of 16 years, The Client (or parent/guardian) is responsible for the behaviour and safety of any minors attending The Venue. The Client will always provide and maintain adequate adult supervision for guests under the age of 16 years, Centre Stage Discos will not be liable for the supervision of minors.

11.3 Unwarranted abuse or threatening behaviour from The Client's guests, The Venue management and/or The Venue staff will not be tolerated and will result in the Service being terminated with immediate effect with no loss to the DJ/Production Service(s) or Centre Stage Discos.

11.4 The Client agrees that compensation for any loss of or damage to DJ's/Production Services' equipment, vehicle(s) and/or personal belongings caused by The Client's guests, Venue customers and/or Venue staff may be sought, including any additional and appropriate costs.

12 The Client agrees that the confirmed event 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 Centre Stage Discos and the management of The Venue. See 2.1 for 'Overtime Charge'.

13 Centre Stage Discos will accept music lists and requests in advance of events and will endeavour to play a reasonable number of The Clients' chosen requests, provided such requests are submitted in writing or via Centre Stage Discos' online portal at least two weeks before the event. The Client also agrees that Centre Stage Discos cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

13.1 Centre Stage Discos will not knowingly play explicit material but will not be liable should explicit material be inadvertently played. *Please note: It is not unusual for the majority of songs in the current UK top 40 to contain explicit lyrics. We have noticed an increasing trend of these songs not being labelled as explicit when they clearly are, making it impossible for us to know in advance should we not be familiar with the material. Please be aware that, as a rule, we do not usually play this genre of music, which generally includes modern R&B and rap. At least, unless we are familiar with these songs or knowingly have the 'clean' versions.*

13.2 Any media provided to Centre Stage Discos must be supplied not less than two weeks prior to the event so the staff can test the media, be it CD/memory stick/USB device, or any other media storage device, so it can be tested to be virus-free and must not contain any inappropriate or unwanted material.

13.3 Centre Stage Discos do not accept any requests for music or other content to be played via the attachment of any media device, including mobile phones, tablets, laptops, CDs, USB, bluetooth and any other digital devices at the venue.

13.4 Where Background Music is supplied to Centre Stage Discos, this will be on a USB device to plug into The Venue's in-house system (it is The Client's responsibility to ensure this can be done) or the music will be played through the disco PS system from the position where the DJ is set up (unless otherwise previously agreed).

13.5 All media or content for presentations must be delivered to Centre Stage Discos at least two weeks prior to the event and in a format specified by Centre Stage Discos. Centre Stage Discos cannot guarantee that content delivered beyond two weeks before the event will be used or will work correctly.

14 Where The Client requests that Centre Stage Discos start the Contracted Service at an earlier time prior to the actual start of the event, The Client acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability.

14.1 In addition to any previously agreed charges, if Centre Stage Discos should arrive at The Client's 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 and at the discretion of Centre Stage Discos, which must be settled in full before commencement of main Service.

14.2 Centre Stage Discos will not be liable for any refund, in part or whole, where 'we' are late accessing The Venue 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 Centre Stage Discos be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

14.3 Where The Venue does not have its own parking facilities, Centre Stage Discos reserves the right to pass on any additional parking fees for refund by The Client. Please note: that in accordance with Health and Safety laws, Centre Stage Discos will refuse to work at Venues where illegal or hazardous parking is required in order to unload a vehicle. This also applies to general health and safety concerns within The Venue such as navigating cluttered or unlit stairways and exits.

15 Where Centre Stage Discos is engaged to work alongside other DJ(s)/Live Entertainment Act(s)/Production Service(s) from other suppliers, it is The Client's responsibility to ensure that adequate space exists within The Venue for all parties concerned in order to set up their equipment and that a suitable number of power outlets exist. See 8.

15.1 Centre Stage Discos and Contracted DJ(s))/Live Entertainment Act(s)/Production Service(s) will NOT accept liability for any equipment directly or indirectly connected to ours that has not been PAT tested and does not comply with electrical safety regulations.

15.3 We reserve the right to refuse to connect any equipment to our own.

16 Where the event is being held in a marquee, The Client will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 5 metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow Centre Stage Discos to commence entertainment outdoors under any circumstances. Centre Stage Discos accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

In signing the Contract, I agree that I have read the Terms and Conditions and acknowledge details contained herein are correct.

(v) E. & O.E.

"CLIENT"

Signed: _____
Printed: _____
Date: _____
Address: _____

"Centre Stage Discos"

Signed:



Printed: **J Faulkner** _____
Date: _____
Address: Auckland Farm _____
Raven's Drove _____
Holbeach Fen _____
Spalding _____
PE12 8SN _____

A testimonial may be requested after The Event. However, you will not be obliged to give one.

The Company reserves the right to record, capture or reproduce any events that happen during the performance, unless otherwise instructed beforehand.

COVID-19 SAFETY

Due to the COVID-19/Corona Virus pandemic, Centre Stage Discos have signed up to the Poptop Health & Safety Programme. Poptop is one of the UK's leading entertainment agencies. Health and safety is now more important than ever at our discos and we want to ensure that we and our clients are taking the right steps to ensure the safety of everyone during our events.

This is part of an initiative to get the event industry kickstarted again and aims to ensure that everybody feels confident before and during all our events. The programme guidelines have been developed with the help of leading events experts and learning resources from the World Health Organization. You can find out more about the Poptop Health & Safety Program here:

<https://www.poptop.uk.com/blog-suppliers/poptops-health-safety-guidelines/>

