

## **Dazzlin Events**

### **Terms and Conditions**

You the customer or the client will be required to read and accept the following terms and conditions.

•1: This contract reflects the agreement made verbally or via email. It shall include any terms agreed prior to its issue. It shall be deemed unaccepted unless the booking form is accepted and initial payment is received by Dazzlin Events for the service(s) stated. No alterations may be made to this contract by anyone without prior approval consent from Dazzlin Events.

**Please Note: 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 conditions.**

•2: Initial payment : You agree to our initial payment which is payable in advance to secure services. The initial payment is deducted from the total price quoted.

•2.1: Overtime Charge: Any extension to the agreed time scale will be charged in addition to the agreed total per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended services.

•3: The Client shall have the right to cancel the booking by serving upon Dazzlin Events not less than 28 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**, any initial payments will be forfeited.

•3.1: A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.

•3.2: A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.

•3.3: The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

•3.4: Adjustments, alterations or amendments made to bookings are done at the discretion of Dazzlin Events. Any Adjustment, alteration or amendment may incur extra fees or charges.

•4: In the unlikely event that Dazzlin Events is unable to attend personally due to accident or sudden illness, Dazzlin Events shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.

•4.1: Force Majeure -Dazzlin Events 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, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

•5: 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 venue will allow suitable time for the installation and dismantling and removal of required equipment. Where appropriate, the client will also inform the venue, in advance, of our requirements. Please note: Dazzlin Events shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

•6: 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 the supplier if time is exceeded.

•7: The client will ensure that safe and adequate power is available for the service you have requested.

•8: The client will be responsible for supplying Dazzlin Events the correct venue or events address.

•8.1: The client agrees to arrange suitable changing facilities for staff if required.

•9: The client ensures that they have verified venue power sources are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by the venue under LAW.

•9.1: Dazzlin Events or contracted supplier agrees to provide proof of Public Liability Insurance and certifications as required by the venue.

10: The client agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises. Please note: Where the event may include guests under the age of 16 years, the client (or parent) is responsible for the behaviour and safety of any minors attending the event. The client will provide and maintain adequate adult supervision at all times. Dazzlin Events will not be liable for the supervision of minors.

•11: Unwarranted Abuse or threatening behaviour from the client, client's guests, venue management or venue staff will not be tolerated and will result in the service being terminated with no loss to the sub contracted suppliers or Dazzlin Events.

•12: The client agrees that compensation for any loss of or damage to equipment, vehicle(s) and/or personal belongings caused by client's guests, venue customers and or venue staff may be sought including any additional costs.

•13: The client agrees that the confirmed service 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 the present supplier and the management of the venue. See 2.1 for 'Overtime Charge'.

- 14: Dazzlin Events 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 before the event. The client also agrees that Dazzlin Events cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.
  
- 15: Where the client requests that Dazzlin Events set up equipment at an earlier time prior to the actual start of the function, the client acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability. In addition to any previously agreed charges. If Dazzlin Events should arrive at the clients venue at any earlier, prearranged 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 discretion of Dazzlin Events which must be settled in full before commencement of main entertainment.
  
- 16: Dazzlin Events will not be liable for any refund, in part or whole, where 'we' the supplier are late accessing the venue and setting up 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 Dazzlin Events be obligated to provide an extension to the agreed timescale on a pro rata basis in these circumstances.
  
- 17: Where the venue does not have its own parking facilities, Dazzlin Events 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, Dazzlin Events will refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle(s). This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.
  
- 18: Where Dazzlin Events is engaged to work alongside a band (or other entertainer), it is the client's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist.
  
- 19: 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 15 metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow Dazzlin Events or contracted services to commence entertainment outdoors under any circumstances. Dazzlin Events accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.
  
- 20: Where Background Music is supplied, this will be on an iPod 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 pa system from the position where the DJ is set up (unless otherwise previously agreed).
  
- 21: All media or content for photo booths or presentations must be delivered to Dazzlin Events at least two weeks prior to the event and in a format specified by Dazzlin Events. Dazzlin Events cannot guarantee that content delivered past two weeks before the event will be a) be displayed b) work correctly.

Upon making a booking, I agree that I have read the Terms and Conditions of hire and

acknowledge booking details contained herein are correct. Outstanding payments must be made before the event or if agreed. In person before your chosen service is set up or started.

### **Venues**

For venues payment is no longer than 14 days after the day of service. Over due payments will incur a late payment fee in accordance with The Bank Of England's current interest rate.

### **Sub Contracted Suppliers Only**

- 22: In the event of a sub contracted supplier wishing to cancel the contract, the supplier will indemnify Dazzlin Events against the cost of loss and or damage in full, unless due to accident or sudden illness. In this event, a medical certificate signed by a medical practitioner must be supplied to the client and Dazzlin Events within 7 working days.
- 23: Dazzlin Events will not be liable for non fulfilment of contract by contracted suppliers. In the event of the client seeking compensation, Dazzlin Events will not be liable under any such claim and the contracted supplier will only be liable up to and not exceeding the contracted amount.
- 24: Any enquiry generated through services supplied or any engagement by guests, customers and or staff must be transacted through Dazzlin Events.
- 25: Sub contracted providers agree not to supply, show or exchange own personal business card or personal telephone number or personal business service literature before, during or after performance.