

# Terms & Conditions

The following Terms & Conditions [hereafter referred to as "Terms" or "The Terms"] constitute your legal agreement to the terms which will apply to any booking and/or contract. If you do not accept these terms, you are advised not to seek our services.

"The Service" shall mean any disco, karaoke or quiz as well as anything we may offer in future either singly or as combined packages.

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

The "Company" is First Impressions Discos hereafter referred to as "First Impressions", "First Impressions Discos", "Us", "We", "Our" or "The Company"

Wherever the context so admits, word importing the singular number shall include the plural and vice versa.

## **Bookings:**

Our availability on a particular date does not mean we will accept to supply your event. We reserve the right to refuse any service we offer without having to supply a reason for so doing.

Before taking on any booking we like to talk with and also meet the potential client to discuss their event.

Clients may be asked to complete a booking form and also supply various details about the venue at which the event will be held etc. These do not constitute a booking just the supply of relevant information.

If we and the client wish to proceed formal Contracts will be issued (see below), and we will ask for payment of the Booking Fee (see below).

Only on receipt of a signed Contract and the Booking Fee (if by cheque it must have fully cleared) will a booking become confirmed and live, until such time it will remain provisional only. (Provisional bookings are non binding on all party's)

## **Contracts:**

A written Contract shall be supplied to the client for any booking.

The Contract will outline what has been agreed including these Terms our Privacy Policy and any special requests, riders etc.

The Contract **MUST** be returned signed within 14 days. Failure to do so will render any provisional booking null and void.

The Client shall have a period of 14 days after signing the Contract in which to cancel said contract. This is mandated under law and is referred to as a cooling off period.

No alterations may be made to this Contract by The Client without the written prior approval consent of First Impressions Discos.

### **Business To Business (B2B)-**

With regard to B2B transactions, under law, verbal agreement is considered a contract and no cooling off period exists. Such verbal indications to purchase a service are legally binding.

This applies to people acting on behalf of companies, organisations, charities, hotels or other venues even if they are booking for a Third Party.

## **Financial Terms:**

A **non refundable** booking fee is required for all bookings. This shall be in the amount of £50.00 which should be paid either by cheque or by bank transfer. We will supply our bank details when we issue contract for signing.

This fee will be deducted from the total cost of our services to you.

Our fees for each service can be found on the relevant pages.

### **Payment For Services**

The payment in full for all services being supplied to a client must be made no later than 30 days prior to the event. This amount will be less the booking fee already paid and will be included on the contract.

If payment is by cheque, said cheque must have reached us and been cleared no later than 30 days prior to the event.

We will accept payment on the day **ONLY** by prior written agreement and at our discretion.

Clients are protected by our unique guarantee which forms part of these Terms.

If a guarantee claim is made then the client will be required to sign a form stating such and both they and the DJ or presenter will be required to sign and date it for legal purposes.

You agree under these Terms, and as stated in the guarantee, that said guarantee shall not apply to bookings commencing on the following 3 days, Christmas Eve, Boxing Day, New Years Eve.

Should a client wish for an event to go on longer (extend) then they shall pay an additional £50.00 per hour or part thereof. This shall be paid prior to any extension commencing and such extension will be at the discretion of the DJ/presenter at the time. There is no mandatory requirement for any DJ or presenter to extend if they choose not to.

Clients should be aware that in asking for an extension they void their rights under our guarantee to claim. Clients will be required to sign a waiver on the day if they request any extension of any

duration for legal purposes.

**Please be aware that failure to make a payment on time will constitute a breach of contract.**

### **Cancellations & Fees**

Once the 14 day cooling off period has expired (does not apply to B2B) the client can still cancel at any time. During the cooling off period there is no fee if a cancellation takes place. Any cancellation for any other reason will involve a cancellation fee.

If a cancellation is made more than 60 days prior to an event no cancellation fee is owed.

If a cancellation is made between 30 and 60 days prior to an event then 50% of the agreed fee will be payable.

If a cancellation is made between 14 and 30 days prior to an event then 75% of the agreed fee will be payable.

If a cancellation is made within 14 days of the event then the full fee is payable

As we require full and final payment for any event no less than 30 days prior to the event we will refund to the client the balance based on these time periods should we have already received said payment.

**Force Majeure:** Please see the clause relating to this in the Legal Information section of these Terms. In such cases NO cancellation fee shall apply and NO breach of contract will have occurred.

### **Account Facilities**

For regular bookings with a company First Impressions may agree to grant account facilities.

If such facilities are granted it shall be up to First Impressions to decide what the payment period is.

Any non or late payment will give First Impressions the right to terminate an account arrangement forthwith.

### **Venue Access - Safety - Licensing:**

In addition to the performance times there is also the time needed to access the venue and safely install the equipment to be used, and at the end of the night to safely break down and remove said equipment.

These times need to be factored in and discussed with the venue in advance by the client and agreement made in writing with the venue.

Access, setup, breakdown and removal times will usually be 60mins either side but can take as long as 90mins.

Should First Impressions Discos have any requirements then the client shall inform the venue of these

Parking can be an issue at some venues so the client should make sure that there is adequate parking available for First Impressions Discos.

Should we have to use other parking facilities then the cost, if any, of such shall be met by the client.

The client shall make sure that the venue can meet the power requirements of the equipment to be used, so that no power supply is overloaded.

We take our clients safety and ours seriously, and should an adequate power supply not be available we reserve the right to limit the equipment that we use or to cancel the engagement if we feel that by going ahead ourselves, the client and/or guests may be put at risk.

When working in such locations as a marquee, we request a space that is dry, waterproof and has a dry power supply. In a marquee we require at least 2x13amp sockets for our exclusive use.

The Client ensures that they have verified The 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.

The client can request the venue forward such to us which we can then place on record.

If a venue has a sound limiter then the client must notify us of such in writing or by a tick box on an electronic form. We reserve the right to refuse to perform at any venue where such a device is fitted.

PRS and PPL Licenses are held by most venues already. Clients should check that these licenses are in place. We advise clients to check that such licenses are in place for any portable structures that may be in use at the event such as marquees.

If a license is not in place and required we are happy to obtain one, this fee would have to be met by the client and currently stands at £184.06 plus VAT.

## **Guests, Venue Staff & Children:**

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.

Where children under the age of 16 are to be at the event the Client shall make sure that proper adult supervision is in place of the behaviour and safety of said minors.

First Impressions Discos will not be responsible for the supervision of minors.

Unwarranted abuse or threatening behaviour from the Client's guests, the Venue management and/or staff will not be tolerated. We reserve the right to immediately end the event at no loss to ourselves.

The client shall indemnify First Impressions Discos for any damage caused to our equipment by any

guest or person at the event and shall agree to pay any replacement cost if necessary at current retail price.

Should replacement parts be available then First Impressions Discos shall at its discretion charge for these parts as well as the repair time costs. Should the cost of repair exceed the cost of replacement then First Impressions Discos shall replace the item instead.

The client also agrees to indemnify First Impressions Discos for any damage caused by anyone at the event to the person or personal property of the DJ or Presenter.

## **Commencement & Finishing Times:**

The commencement and finishing times(start and end times) will be listed in the contract, the client agrees that these times are accurate and correct.

The Client agrees that First Impressions Discos shall not be held liable for a late commencement of a show, due to circumstances beyond our control. This includes, but is not limited too, where First Impressions are late accessing the Venue purely because of earlier events over running, or where First Impressions are prevented from accessing, setting up or providing our professional services by the Venue management.

In the event of such delays the finish times will still remain the same, unless the DJ or Presenter agrees to "extend" at the rates outlined above, and the venue is happy for this to happen.

Where possible we prefer to be able to set up well in advance so that such issues do not arise, however we know this is not always possible.

No DJ or Presenter shall work more than 8 hours at an event, this includes any extension. Should the event require that they do then the client shall arrange overnight accommodation for them either at the venue or a hotel nearby.

## **Working With Other Acts:**

First Impressions are happy to work along side other acts such as DJ's, bands etc. When doing so we ask that we have enough space for our equipment to be sited safely.

We also require our own independent power supply so that we do not have any issues with the other acts equipment. This means not plugging into same sockets.

We will NOT accept any liability for any other equipment connected to ours.

## **Client Portal:**

We use DJ Event Planner to help us manage your event. You will be given access to this when your event is confirmed and live.

It will give you access to a myriad of planning tools to help organise and run your event how you

want to.

We will supply you with your own user name and password for you to create your perfect event.

### **Music Requests.**

This is a feature you will love. You can create your own playlist from our extensive music library. You choose a number of must play songs, you can select song NOT to be played. Your guests can add songs if you want them too.

On the day of your event we will still take requests, but having a play list means we are really tailored to what YOU want.

If you have a request for a song we don't have we will try and obtain it, if we cannot we will ask you to supply it in digital mp3 format at least 2 weeks prior to your event so we can make sure there are no issues with it.

Access to the playlist will stop 7 days prior to the event so that we can process it in readiness.

We want your music to be memorable for the right reasons.

### **First Impressions Code Of Conduct:**

First Impressions will always do its utmost to maintain a professional code of conduct at all times.

#### **Dress Code.**

First Impressions staff will always dress appropriately for your event. At the minimum this is a proper shirt and trousers, which are clean and smart.

If you are having a formal black tie event we can have your DJ or Presenter dress appropriately if you so wish.

During a setup or breakdown First Impressions staff may wear T Shirts and other comfortable clothing but will change before your event commences.

#### **Interaction With Clients, Guests & Staff.**

First Impressions expects all staff to treat clients, their guests and venue staff courteously and with respect.

We do not tolerate our staff being rude or abusive in any way.

We expect our staff to be tolerant of others at all times and to not discriminate against anyone.

First Impressions expects staff to work with both clients and venue management and/or staff to make sure the event runs smoothly.

#### **Illness Or Accident.**

In the event of illness or accident First Impressions will endeavour to make alternative arrangements for your event to be covered so you are not let down.

We will always try to make sure that any such replacement is of the highest standard, this shall be done at no additional costs to the client.

Please note as a Third Party any replacement is not covered by our guarantee.

## **Insurance & Licenses:**

First Impressions Discos are members of the Mobile DJ Network.

Our insurance cover is arranged by the Mobile DJ Network through Hencilla Canworth.

### **Our Indemnities:**

Employer Liability Insurance; £10,000,000 (10 million)

Public Liability Insurance £10,000,000 (10 million)

Product Liability Insurance £10,000,000 (10 million)

A copy of our insurance can be viewed and downloaded for printing as a Portable Document Format (PDF) on our PDF page.

### **ProDUB Licencing.**



We now live in a digital age. Many DJ's started out using either records, CD's or both.

To convert CD's or records to digital format for DJ use requires a ProDUB licence as you are changing the original format.

NO COMPANY can be licensed ONLY INDIVIDUAL DJ's can. You can check if a DJ is licensed on the official PRS for Music web site. Just scroll down and follow the instructions.

## **Changes To Our Terms & Conditions:**

We reserve the right to revise our Terms & Conditions at any time and without prior notification. Please note that the Terms & Conditions in place at the time of your confirmed booking will apply, unless a change in Law has caused the revision therefore superseding the original Terms & Conditions.

If any revision is made due to Law we will notify you of such change as these Terms & Conditions form part of the contract.

Any such change due to meeting legal requirements SHALL NOT constitute a breach of contract.

## **Non Waiver:**

The failure of First Impressions to insist upon strict adherence to any term of these Terms & Conditions on any occasion shall not be considered a waiver of such rights or deprive First Impressions of the right thereafter to insist upon strict adherence to that term or any other term of these Terms & Conditions.

## **Non Payment:**

In the event of non payment for our services, with the exception of that under our guarantee, First Impressions may take action that it deems necessary to receive said payment.

**Contact** - In the event of a default on payment First Impressions will contact the client by email and/or telephone. If no satisfactory response is received we will then write to the client, this may be either in the form of a letter from us or solicitors acting on our behalf.

If we still do not receive, what we feel is, a satisfactory response we will proceed to taking further legal action.

**Interest** - In the event of a default on payment First Impressions will charge an interest rate of 8% per 30 days, or part thereof after initial 30 day period, which will be compounded. (eg. Debt £100.00 interest for 30 days at 8% total total now owed £108.00, Debt £100.00 interest for 31 to 60 days at 8% compounded total now owed £116.64)

**Legal Action** - In the event of a default on payment First Impressions reserves the right to take legal action to recover such. This shall include but not be limited too, court action to seek a County Court Judgement (CCJ) for payment, the use of court bailiffs to enforce any order that might be made, the hire of a debt collection agency, a high court Sheriffs Warrant.

**Additional Costs** - In the event First Impressions has to take action for non payment, the client shall be responsible for ALL legal costs incurred by First Impressions (including Solicitors Letters), as well as any additional costs added by a debt collection company for their time and services. The client shall be liable for an administration charge of £50.00 if First Impressions have to employ a debt collection agency, this is in addition to the fees of said debt collection agency which will be added to the amount owed.

In the event a client settles by cheque and said cheque has to be re-presented an administration charge of £25.00 shall be added for each re-presentation. If a cheque fails to clear when represented for a third time First Impressions will take further action for recovery.

## **Legal Information:**

These Terms & Conditions do not confer any rights on any Third Party.

**Severance** - In the event any provision or part of these Terms & Conditions is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Terms & Conditions, will be inoperative.

**Force Majeure** - Neither Party will be liable for any failure or delay in performing an obligation under this Policy that is due to any of the following causes, to the extent beyond its reasonable control: acts of God (inc flooding, heavy snow etc), accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web



host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

**Jurisdiction** - The Laws of England & Wales shall apply.

Each of the parties submits to the exclusive jurisdiction of the courts of England to settle any dispute which may arise out of or in connection with these Terms & Conditions or documents arising from them, and that accordingly Proceedings may be brought in such courts.

14 August 2020