



## TERMS AND CONDITIONS FOR PRIVATE PARTIES

(APPLICABLE TO PRIVATE INDIVIDUALS HOLDING GENERAL PARTIES / EVENTS SUCH AS WEDDING RECEPTIONS, BIRTHDAY PARTIES, ETC)

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### 1. Terms

The following terms and conditions will apply to any booking made by a private individual for any party, reception, function or event and will form part of the Contract Agreement between the parties.

### 2. Parties

In these terms and conditions the person named in the Customer Information section of the Contract Agreement is hereinafter referred to as the PROMOTER, and Corabar Limited, trading as Corabar Entertainment, is hereinafter called the SERVICE PROVIDER.

### 3. Formation

The Contract Agreement is made between the Promoter (who declares that he / she is over eighteen years of age and is legally entitled to enter into such agreement) and the Service Provider and these terms will be binding upon both parties.

### 4. Engagement

The Promoter engages the Service Provider, and the Service Provider accepts the engagement as specified in the Event Information section of the Contract Agreement.

### 5. Deposit

The Non-Refundable Deposit ("the deposit"), as specified in the Event Information section of the Contract Agreement will be paid immediately (if not already paid) by the Promoter to the Service Provider unless specifically agreed otherwise by the Service Provider.

### 6. Balance

The balance of the total sum due to be paid by the Promoter to the Service Provider (being the total fee specified in the Event Information section of the Contract Agreement less the amount of any deposit paid) must be received by the Service Provider fourteen (14) days prior to date of the event by one of the following methods:-

1. by credit or debit card online at [www.corabar.co.uk/payment.htm](http://www.corabar.co.uk/payment.htm) (or any personalised payment link the Service Provider may send the Promoter), or
2. by cheque made payable to "Corabar Ltd", or
3. (by prior arrangement) by BACs or CHAPs.

### 7. Exceptional Circumstances Payment

(In exceptional circumstances and with prior arrangement) the Service Provider will consider accepting payment of the balance of the booking fee (being the total fee less the amount of any deposit paid) in cash prior to the start of the event.

### 8. Extension of Service

The total fee quoted is in respect of a performance and supply of the services during the times and on the date specified in the Event Information section of the Contract Agreement. If the Promoter requests that the performance time be extended or that additional services be provided, then the additional period, services and fee must be agreed with the Service Provider, and either:-

1. (if the performance extension is requested once the performance has already started) paid in cash prior to the start of the performance extension, or
  2. (if requested after the Contract Agreement has been entered into but prior to the event) a supplementary contract must be entered into by the Promoter agreeing to the additional charge, and
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payment made therefor in the same manner as the remainder of the balance outstanding shown in the Event Information section of the Contract Agreement.

## **9. Late payment**

In the event of late payment of the fees payable to the Service Provider by the Promoter (whether for the original fee quoted or the fee for any performance extension or for any other sums due to the Service Provider from the Promoter) the Service Provider reserves the right to charge interest on any outstanding amounts at the rate of 8% per annum above the base rate of the Bank of England from time to time in force for the period from the date such sums became due until the date cleared funds are received for such outstanding amounts.

## **10. Cancellation**

In the event of cancellation of the engagement by the Promoter, a cancellation fee will be made on the following basis:-

1. Cancellation advised in writing, received three calendar months or more before the event date – loss of deposit or (in the event of no deposit having been paid by agreement between the parties) 20% of the total fee.
2. Cancellation advised in writing, received less than three calendar months before the event date, but more than one calendar month prior to the event date – 40% of the total fee.
3. Cancellation advised between one calendar month prior to the event date and 15 days prior to the event date – 80% of the total fee.
4. Cancellation advised 14 days or less prior to the event date will lead to the full fee becoming due immediately.

## **11. Bank Charges**

The Service Provider shall be entitled to deduct any charges imposed upon the Service Provider by third party payment processing services from any refunds paid to the Promoter, plus an administration charge of 10%.

## **12. Forfeiting Right to Use**

When a booking has been formally cancelled the Promoter forfeits any rights to use the services of the Service Provider on that date, irrespective of any deposits or cancellation fees paid.

## **13. Access to electrical sockets**

The Promoter must ensure that the Disc Jockey has access to two 13 amp 240 volt standard electrical sockets at the Disc Jockey's working position.

## **14. Space to work in safety**

The Disc Jockey's working position must not obstruct any emergency exit route, and must allow enough space for the Disc Jockey to operate in safety and comfort.

## **15. Location of equipment**

The Service Provider's equipment should not be placed directly onto a dance floor to avoid vibration damage.

## **16. Provision of equipment, personnel and music**

The Service Provider will supply sufficient music to suit the occasion; (if booked) a mobile disco including equipment for playing and amplifying recorded music, lighting and other effects to suit the occasion and venue; a Disc Jockey and where deemed necessary an assistant; and any other equipment and services listed under 'Packages' in the Event Information section of the Contract Agreement.

## **17. Responsibility for Guests, etc**

The Promoter is responsible for the behaviour of his / her guests (and in particular it should be ensured that all children are supervised and do not interfere with the equipment or any of the staff of the Service Provider) and for safeguarding the Disc Jockey and all equipment against theft, damage or other risks, from the moment of arrival at the venue to the moment of final departure. Please note, any loss of or damage to equipment, other than that caused by fair wear and tear, will be charged for.

## **18. Unattended equipment**

If the Promoter requests an early set up, necessitating that equipment be left unattended for any period, the Promoter shall be responsible for the same as per the preceding paragraph. Alternatively, an attendant can be provided by the Service Provider to cover any such period for an additional fee but the Promoter shall be deemed to accept liability unless such attendant is specifically requested by the Promoter.

#### **19. No implied right to use**

Where the equipment has been set up earlier in the day at the request of the Promoter and left unattended until the time of the Disc Jockey's performance, no right for the Promoter, the Promoter's guests, or any other person to use such equipment is conferred or inferred (other than for any supplemental equipment listed under 'Packages' in the Event Information section of the Contract Agreement which is being supplied specifically for the use of the Promoter) and the Promoter undertakes to ensure that no-one uses or interferes with the equipment in any way and accepts all responsibility.

#### **20. Strobe, smoke, haze and other effects**

The Service Provider can not be held responsible for the way some people may be affected by strobe lighting or any other lighting, sound, bubble, smoke, haze or any other effect that may be used. The Promoter must advise the Disc Jockey prior to the start of the performance if any effect should be avoided.

#### **21. Supplied DJ**

The Disc Jockey provided will generally be an employee of the Service Provider, or a self employed Disc Jockey working exclusively for the Service Provider. The Service Provider reserves the right however to assign the engagement to a suitably experienced and qualified associate if necessary.

#### **22. DJ as servant or agent of Promoter**

The Disc Jockey shall be deemed to be under the direction and control of the Promoter, and shall be regarded as a servant or agent of the Promoter, and the Promoter shall be responsible for any claims arising from placement or operation of the equipment other than those resulting from the negligence of the DJ.

#### **23. Promoter responsible for Event Licences**

The Promoter will be responsible for obtaining all necessary licences and permissions relating to the performance(s) at the event(s).

#### **24. Equipment Failure**

The Service Provider operates regularly serviced and maintained good quality sound and lighting equipment. In addition, spare equipment will be carried by each DJ. In the rare event of any equipment failure, an on site repair will be attempted. If however there is an irreparable breakdown in lighting a partial refund will be given. If there is an irreparable breakdown in sound a full refund will be given, but this will be the limit of the Service Provider's liability to the Promoter.

#### **25. Force Majeure**

The Service Provider shall be entitled to terminate this contract without liability if for any reason beyond its control the Disc Jockey is unable to perform, due to fire or theft of equipment, illness or breakdown of vehicle or Act of God. The Service Provider will use all reasonable endeavours to locate a replacement Disc Jockey, but, in the unlikely event of a non performance all monies paid will be refunded, but this will be the limit of the Service Provider's liability to the Promoter.

#### **26. Media**

(Not applicable to Children's Parties where such media will not be used) From time to time the Disc Jockey may take photographs or short video clips at events. Unless expressly forbidden by the Promoter, the Promoter is deemed to agree to such photographs and video clips being taken and for such media being used as the Service Provider sees fit in the furtherance and promotion of the business of the Service Provider.

#### **27. Children's parties**

In addition to the above, the following Terms and Conditions will be incorporated into the Terms and Conditions for Children's Parties:-

1. The Promoter will provide sufficient adult supervision of the Children attending the Event.

2. The supervising adults will provide the Disc Jockey with assistance in the organisation of the children during any games played at the Event.
3. The supervising adults will ensure that the Children do not interfere with the disco equipment or prevent the Disc Jockey from performing his duties of playing music and organising games (if required).

## **28. Additional and Supplementary Equipment Hired**

Without prejudice to the generality of any of the preceding clauses, the following additional terms and conditions will be applicable in the event of the Promoter hiring additional equipment and / or services from the Service Provider (eg a separate PA and radio microphones for the use of the Promoter during the day):-

1. Any additional equipment and/or services shall be supplemental to the provision of the Service Provider's primary service, being the provision of a DJ, and in the event of the cancellation of the primary service, any supplementary services or equipment will no longer be available to the Promoter.
2. Unless specified, hire charges are based upon the equipment being available for use during the event for which it is booked and not at any other time, This is irrespective of whether the equipment is actually in use or not during the whole or any part of this time.
3. The Promoter undertakes to insure the equipment for the full replacement value, when away from the premises of the Service Provider.
4. The Promoter undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge.
5. The Service Provider reserves the right to charge for repair or replacement of any equipment damaged, lost or stolen, howsoever arising, during the period of hire. The Promoter understands that his / her liability is for the full repair or (if the event of equipment loss or a repair not being economically viable) the full replacement value of the equipment.
6. Any equipment damaged, lost or stolen during the hire period will be considered to be on hire until all repairs are complete and paid for by the Promoter, or (if replacement is necessary in accordance with the preceding paragraph) the equipment has been replaced by the Promoter and the equipment is available for further hire. This charge is in addition to the liability of the Promoter to pay for all repairs or replacement of the equipment.
7. Any equipment not returned at the end of the event will be considered lost or stolen and will be charged for at full replacement cost.
8. All spares and packing must be returned with the equipment at the end of the hire period. The Service Provider reserves the right to charge for any such items not returned in good condition.
9. The Promoter will be held liable for the loss of any equipment confiscated as a result of a failure to comply with any relevant laws and regulations.
10. While the Service Provider will always attempt to provide the ordered equipment; the Service Provider reserves the right to provide substitute equipment. The Service Provider also reserves the right to terminate this contract without liability if the Service Provider unable to supply the equipment hired for any reason beyond the control of the Service Provider. In the unlikely event of the Service Provider not being able to fulfil the booking all monies paid to the Service Provider will be refunded, but this will be the limit of the Service Provider's liability to the Promoter.
11. In the event that the hired equipment is faulty the Service Provider shall not be liable for any consequential losses or damages whether financial or otherwise. Should the Service Provider not be able to fulfil the booking all monies paid to the Service Provider will be refunded, but this will be the limit of the Service Provider's liability to the Promoter.
12. Connectors must not be removed from equipment. The Service Provider reserves the right to charge for refitting, or inspecting, any connectors found to have been removed, or tampered with. Equipment must not be modified in anyway.
13. The Service Provider will use its best endeavours to meet any agreed delivery conditions, but cannot accept responsibility for any delay in delivery or collection howsoever caused. The equipment shall remain the responsibility of the Promoter until the equipment is collected the Service Provider or any servant or agent authorised by the Service Provider.

14. The Service Provider gives no warranty that goods supplied for hire are fit for the customer's purpose or purposes. The Customer warrants that he / she has satisfied him / herself that the goods will be fit for every purpose for which he / she requires them and that he / she does not rely on any skill or judgement of the Service Provider in this regard.
15. All equipment must be used for the purpose for which it was intended by the manufacturer and the Promoter agrees to use any such equipment in accordance with any instructions supplied - whether verbally or in writing.
16. The Service Provider reserves the right to inspect all hired equipment at any time during the hire period.
17. Where a delivery or collection cannot be completed because of a lack of access at the venue the customer shall still be liable for all agreed charges and for any additional costs incurred in completing the delivery or collection.

## **29. General Terms**

The following general terms and conditions are applicable to all Contract Agreements entered into with the Service Provider:-

1. In this document, unless the context otherwise requires, the masculine includes the feminine (and vice versa) and the singular includes the plural (and vice versa).
2. If any provision(s) contained in any part of the Contract Agreement is/are declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable, or indications of this are received by either of the parties from any relevant competent authority, the remaining provisions of the Contract Agreement shall remain in full force and effect.
3. The failure by Service Provider to enforce at any time or for any period any one or more of the provisions of the Contract Agreement shall not be considered to be a waiver of such provision(s) or of the right for the Service Provider at any time subsequently to enforce all such provisions and time shall not be of the essence in respect of any enforcement action taken by the Service Provider.
4. Headings contained in any part of the Contract Agreement are for reference purposes only.
5. The Contract Agreement shall be governed by, and construed in accordance with, English law. It is hereby irrevocably agreed and accepted that the Courts of England and Wales are to have exclusive jurisdiction to settle any claim, difference or dispute (including, without limitation, claims for set-off or counterclaims) which may arise.
6. The Service Provider reserves the right to change these terms and conditions at any time, and without notice.
7. Any breach of any conditions of the Contract Agreement may result in the Disc Jockey either refusing to perform or ceasing performance before the end of the allotted time or the Service Provider refusing to hire or provide any service, or ceasing to hire or provide any service before the end of the allotted time. In each such instance, no recompense shall be made to the Promoter.