



# MUSIK MACHINE MOBILE DISCO

Grove, Wantage, Oxfordshire, OX12 7FL

Tel:- 07388045533 Web:- WWW.MUSIKMACHINE.CO.UK Email : dj@musikmachine.co.uk

Musik Machine Mobile Disco is a professional, reliable, quality-based, friendly business. In order to protect you, the client, and Musik Machine Mobile Disco, the following are our Terms and Conditions of business. If there is anything you need explained in more detail, please don't hesitate to contact us.

## 1. BOOKING AND CONFIRMATION

- i) No Booking is confirmed unless it is accompanied by the non-refundable deposit agreed.
- ii) If the deposit is not received within 7 days of any verbal agreement, the 'client' must reconfirm that the requested date is still available. If a deposit is received after this time and the date is no longer, available the deposit will be returned, and the booking considered void.
- iii) 'Confirmation' will mean any electronic (Email) or written acceptance of this booking by the 'client' and 'Musik Machine Mobile Disco'.
- iv) All bookings take effect immediately upon 'confirmation'.

## 2. CHANGES TO BOOKING

- i) The agreed booking fees may be subject to change (in agreement with both the 'client' and 'Musik Machine Mobile Disco') if any details of the booking are altered. All changes to the booking must be arranged and agreed by Musik Machine Mobile Disco in advance of the event.
- ii) Performance times and the venue specified at the time of booking will be adhered. However, on the night of the function, additional performance time may be negotiated. This is at the DJ's discretion and subject to additional fees, payable in cash, and prior to continuation.

## 3. PAYMENT OF FEES

- i) An agreed non-refundable deposit can be paid in cash, by cheque or by bank transfer. Any cheque deposit will not be receipted until the cheque has been cleared.
- ii) Unless otherwise agreed by Musik Machine Mobile Disco, the balance is payable to the DJ in cash on the day of the event. Payment will only be accepted in cash unless previously arranged and agreed with Musik Machine Mobile Disco. Any failure to do so will be treated as a cancellation (see clause 4)



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### 4. CANCELLATION

- i) Cancellation by the 'client' is not allowed for any reason except circumstances covered by 'force Majeure' (see clause 10.). In the event that the 'client' cancels the booking, the 'client' agrees to inform Musik Machine Mobile Disco immediately.
- ii) Cancellation by the 'client' within 48 hours of confirmation will result in the loss of any deposit paid but will not carry a cancellation fee, unless the event date is within the following 7 days, in which case the full booking fee will be due.
- iii) Cancellation by the 'client' after 48 hours of confirmation and up to 90 days from the event will result in loss of deposit and 50% of the remaining balance will be payable by the 'client' to Musik Machine Mobile Disco within 14 days.
- iv) Cancellation by the 'client' within 90 and up to 60 days from the event will result in loss of any deposit and 75% of the remaining balance will be payable by the 'client' to Musik Machine Mobile Disco within 14 days.
- v) Cancellation by the 'client' within 30 days of the event will result in loss of deposit and 100% of the remaining balance will be payable by the 'client' to Musik Machine Mobile Disco within 14 days.
- vi) In the unlikely event that Musik Machine Mobile Disco cancels the booking, Musik Machine Mobile Disco agrees to inform the 'client' of the cancellation and make all reasonable attempts to find a suitable replacement artist of similar standard and style, at no extra cost to the 'client'. Should a suitable replacement not be found, Musik Machine Mobile Disco agrees to refund the 'client' their deposit plus any other booking fees already paid in advance. There will be no refund given to the 'client' against the booking deposit already paid, if a replacement of similar value can be arranged by Musik Machine Mobile Disco and agreed by the 'client'. However, should a replacement charge a much lower fee, the client will be refunded a proportionate amount of their booking fee, if they have made a payment above the deposit fee and the replacement will be due their usual fee. Should a replacement charge a much higher fee, the 'client' will be liable for any extra charge that may be incurred, Where possible, the 'client' and the replacement will be contacted to agree this in advance.
- vii) The 'client' realises that whilst we have excellent DJ back up in place and every reasonable safeguard is assured we cannot be held responsible for any DJ illness, sudden malfunction or breakdown of any electrical equipment as this is an unavoidable occurrence and is outside of our control. We will, however, make every reasonable effort to rectify the situation. In the extremely unlikely occurrence of a non-performance or if a total failure occurs, the 'client' will be refunded the total fee in full. In this situation this will be the full extent of our liability to the 'client'.



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### 5. CHANGES ON THE DAY OF THE EVENT

- i) Where possible, changes to the booking schedule which are unavoidable on the day of the event should first be discussed & agreed with Musik Machine Mobile Disco. Should this not be possible, changes are to be agreed between the 'client' and the 'DJ' prior to the performance. Any changes will be subject to these terms and conditions. Changes negotiated between the 'client' and the 'DJ' on the day of the event and any extra fees are agreed upon the 'client' must pay these extra fees along with the remaining balance of the booking fee.

### 6. ADDITIONAL EXPENSES

- i) If the 'client' has agreed to cover additional expenses incurred by the 'DJ' (such as taxis, food, hotel, flights etc) Musik Machine Mobile Disco will provide receipts and an invoice to the 'client' within 60 days after the event. The 'client' must reimburse all expenses to Musik Machine Mobile Disco within 28 days of invoice.

### 7. SERVICE GUARANTEE

- i) Musik Machine Mobile Disco agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the 'DJ' show, as known to and as advertised to the 'client' via distribution of the promotional materials, profiles, pictures, videos, web page etc.
- ii) Musik Machine Mobile Disco will make every effort to ensure their performance is outstanding, adhere to the 'client's' wishes within all reasonableness, be polite and courteous with the 'client', their guests and all venue staff and contractors and to take and fulfil as many music requests as possible within the time limitations of the event, within the music carried by the 'DJ'.
- iii) Musik Machine Mobile Disco agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the 'client' or a third party. It is the 'DJ's' responsibility to ensure the good working order & safety of the equipment, and to obtain the necessary P.A.T certification.
- iv) Musik Machine Mobile Disco agrees that the fee is inclusive of all expenses (except those that have been itemised or accounted for separately), travelling expenses to and from the venue, VAT, tax, N.I. etc and covers any payments whatsoever due to other members.
- v) All members of Musik Machine Mobile Disco, will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.



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- vi) All members of Musik Machine Mobile Disco agree to conduct themselves in a sober and proper manner and respond to the wishes of the 'client' as to the volume and location of equipment, and other matters concerning people's enjoyment of the event.
- vii) Musik Machine Mobile Disco are happy to accept music lists and requests in advance of functions. We will endeavour to play the customers chosen requests, provided such requests are submitted in writing, at least 3 weeks before the event. We will also endeavour to play individual tracks requested by the customer or their guests on the night, however, for legal copyright reasons, we will only play client provided tracks if they are supplied on original audio CDs.
- viii) The 'client' is responsible at the end of the performance, for the collection of any CD's or property left at his/her own risk with the DJ.
- ix) If you require the DJ and any other staff to adhere to any specific dress code, please advise at the time of booking. We will happily oblige wherever possible.

### 8. DJ EQUIPMENT

- i) It is agreed by the 'client' and the 'DJ' that the equipment of the 'DJ' is not available for use by other performers or persons attending the event, except by specific permission of the 'DJ'.
- ii) Smoke machines can only be used with the prior written or verbal consent of the venue management. Our smoke machine is 'water based' which does not activate smoke sensors during the performance. We will be happy to demonstrate in the venue, before use is agreed.
- iii) Musik Machine Mobile Disco use projected and strobe lighting. Please advise of any special needs at the time of booking. We will happily oblige wherever possible.
- iv) All the equipment used by Musik Machine Mobile Disco has been P.A.T tested. A printed copy of the P.A.T Certificate is available on request. Our P.A.T Certificate is available on-line in PDF format.

### 9. WITHDRAWAL OF SERVICE

- i) The 'client' is responsible for the conduct of all persons attending the event whether those persons are invited or not. We do not take any responsibility for controlling rowdy behaviour or ejecting unwanted persons from the venue. Our DJ's have the right to perform in a safe environment.



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- ii) In case of verbal abuse and/or physical violence and intimidating actions towards the 'DJ's' or any person/person's connected with Musik Machine Mobile Disco, the client may be asked to have this/these person(s) removed from the venue. If an agreement regarding this cannot be resolved then the services of Musik Machine Mobile Disco may be stopped, and the client will be liable for the remainder of any booking fee's due.
- iii) In the case of damage being caused to any equipment (belonging to, contracted to, or leased to Musik Machine Mobile Disco), or our vehicles, by the client or any person/person's at the event, the services of Musik Machine Mobile Disco may be stopped, and the client will be liable for the remainder of any booking fee's due. The 'client' will also be fully liable for any damage to equipment (belonging to, contracted to or leased to Musik Machine Mobile Disco), or our vehicles. The full cost for repairing any damaged equipment or vehicles should be received by Musik Machine Mobile Disco within 7 days of the event or further costs may be charged.
- iv) It is the responsibility of the 'client' to ensure adequate supervision of guests, including children, at the venue. The 'client' will be liable for any loss of or damage to the equipment or personal belongings, caused by guests attending the event. Under these circumstances, we reserve the right to terminate our services, with no refund.
- v) Musik Machine Mobile Disco is not liable in any way for any injuries that may occur due to the actions of the 'client' or anybody attending the event. This may include, but is not restricted to, drunkenness or any other form of intoxication. However, this does not negate our responsibilities or right to terminate our services, with no refund.
- vi) The 'client' must provide suitable adult(s) supervision for children attending the event. This may include assisting the 'DJ' in the organising of children during any games played during the event. The supervising adult(s) will ensure that the children present at the event, do not interfere with the equipment, or the belongings of the members of Musik Machine Mobile Disco or prevent the 'DJ' from performing his duties of playing music and organising games. We reserve our right to terminate the event for safety reasons should this occur. In this event, no refund will be made.
- vii) Musik Machine Mobile Disco operates a zero tolerance policy towards drugs, under-age drinking or other illicit behaviour, and will not be a party to such behaviour. Under these circumstances, we reserve the right to terminate our services, with no refund.



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### 10. FORCE MAJEURE

- i) In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the 'DJ' or 'client', then the 'DJ' or 'client' may cancel this booking without penalty other than loss of deposit.

### 11. HEALTH AND SAFETY

- i) Musik Machine Mobile Disco will ensure that all electrical equipment used will be compliant with the relevant Health & Safety legislation regarding the equipment and personnel. Having been tested for electrical safety, a PAT (Portable Appliance Test) certificate is available for inspection. 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.
- ii) A minimum clear floor space is required of 4.5 Metres x 2.5 Metres with a head height of 3 metres, with a minimum of 2 x 13 amp power sockets within 3 metres of the set up area. If other additional entertainment is booked adequate floor space must be available for all the performers and changing facilities provided if required.
- iii) Musik Machine Mobile Disco requires 2 parking spaces and an unloading space, within a sensible working distance of the venue.
- iv) At least 75 minutes is required for setting up and 60 minutes to dismantle and reloading equipment. This must be taken into account when planning any arrangements. If required an earlier set up time can be made by arrangement. (Before your guests arrive or before a meal, etc). Additional set up time may be needed for events on any floor other than the ground floor.
- v) Musik Machine Mobile Disco reserve the right to cancel our services should we discover that the venue is unsuitable or dangerous, e.g. 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. If applicable, the customer agrees to furnish a facility that completely covers/protects Musik Machine Mobile Disco equipment from direct sunlight or rain/water ingress. If service must be discontinued for any of the aforementioned reasons, no refunds will be awarded.



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### 12. MISCELLANEOUS

- i) Musik Machine Mobile Disco is not responsible for obtaining any licenses required to stage the event. The 'client' will ensure that any such licenses are obtained prior to the event. If the 'client' is unable to obtain the required licenses and needs to cancel the event, please see cancellation conditions earlier in these terms and conditions. A public performance license is required if persons attending your event are being charged an entrance fee. Therefore a license is not required for private parties such as Weddings and Birthday celebrations.
- ii) Musik Machine Mobile Disco may take photographs and video before or during the event for promotional purposes. These may be published on the official Musik Machine Mobile Disco web site. All copyright is therefore held by Musik Machine Mobile Disco and we may use pictures showing peoples' faces. If you do not agree with this, then please let Musik Machine Mobile Disco prior to the event. We guarantee that this will not be done for children's parties.
- iii) Musik Machine Mobile is proud to be FULL members of the National Association of Disc Jockeys (NADJ).
- iv) At least 75 minutes is required for setting up and 60 minutes to dismantle and reloading equipment. This must be taken into account when planning any arrangements. If required an earlier set up time can be made by arrangement. (Before your guests arrive or before a meal, etc). Additional set up time may be needed for events on any floor other than the ground floor.
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### 13. PUBLIC LIABILITY INSURANCE

- i) Musik Machine Mobile Disco is covered by £ 10,000,000 of Public Liability Insurance. A printed copy of the policy is available on request. Our Public Liability Insurance Certificate is available on-line in PDF format.

### 14. GENERAL DATA PROTECTION REGULATION

- i) Musik Machine Mobile Disco is General Data Protection Regulation (GDPR) compliant. We do store client personal information and will use it to contact them regarding any current and future events. Client personal information will NOT be passed to or shared with any other third parties.