



DYNAMIC SOUNDS Disco & Event Services

TERMS & CONDITIONS

August 2023

1. BOOKING

- a. The agreement shall be between Dynamic Sounds Disco & Event Services (Dynamic Sounds or DSD) and the Person or Business (Client), for the supply and of entertainment services (Services) DSD provide.
- b. All entertainment services offered by DSD are covered by these terms and conditions. All references to Services can be taken to apply to any DSD entertainment service.
- c. The start and end times for the Service shall be as agreed on the booking form or email (booking form). Any additional time that the Service will provide the Event for is at the discretion of DSD and will incur extra charges as detailed on the booking form.
- d. Additional features (Extras) including, but not limited to, karaoke, early set up, display screens etc are charged as an extra, and will be detailed on the booking form.

2. VENUE

- a. The venue is as agreed on the booking form. If the venue changes then the client is to give DSD as much notice as possible. Depending on the change of venue, the price of the Service may increase.
- b. It is the responsibility of the Client to ensure that DSD has sufficient access time before and after the Service to set up and break down equipment. This is in the region 1 -2 hours either side of the start and end times for the Service but will vary by venue.
- c. If venue management deem that the Service is to start later or finish earlier than the times agreed by the DSD and the Client, then DSD will follow the instructions of the venue.
- d. It is the responsibility of the Client to ensure that DSD has safe sufficient power outlets for DSD to use. This is usually 2 off 230V domestic socket each capable of supplying 13 Amps, or 2 off 230V 16 Amp Cee-Form sockets, both within a reasonable distance of where the Service is to be set up. If there are alternative/additional requirements, this will be included on the booking form.
- e. If it is deemed by DSD that the power points are insufficient or unsafe, then the amount of equipment used and/or length of Service may be reduced, or if totally unsuitable DSD may refuse to supply the service.
- f. If the locations where DSD are required to set up their equipment is outdoors, then in addition to point e above it is the responsibility of the Client to ensure that the area is, among other things, weatherproof, safe, secure. If it is deemed by DSD that the area is not suitable then the amount of equipment used and/or length of Service may be reduced, or if totally unsuitable DSD may refuse to supply the service.
- g. In points b,c,d,e and f above if the duration of the Service is shorter than the agreed times on the booking form then the full cost of the Service as stated on the booking form is still payable, and no refund will be offered.

3. PRICE , DEPOSITS & PAYMENT

- a. The cost of the service and extras, along with the non-refundable deposit, is as stated on the booking form.
- b. All bookings will be regarded as provisional until a completed booking form is received from the client, along with the non-refundable deposit for the required services, and only if accepted by DSD will the booking be confirmed. DSD is not under any obligation to continue holding provisional bookings beyond the given option date (usually 10 days from the time of booking) if these have not been received.

- c. Payment can be made by:
 - i. Cash
 - ii. Bank Transfer
- d. All deposits and all payments to DSD are non-refundable.
- e. The balance is due for payment seven (7) days prior to the date of the Service.
- f. Non-payment of the balance, as in e above, will result in either:
 - i. The Service not taking place, but all fees will still be payable, or
 - ii. DSD agreeing to late payment but reserving the right to charge a £25 late payment fee.
- g. In all cases, any balance not paid within 14 days after the date of the Service is liable to a late payment fee of £50 and interest being charged at 2% per month.

4. CANCELLATION

- a. The Client may cancel the Service at any time by doing so in writing to DSD.
- b. In the event of the Client wishing to cancel the Service a cancellation charges will apply as follows:
 - More than 120 days prior to the date of the Service – Loss of deposit
 - 120 to 91 days of the date of the Service – 30% of total cost
 - 90 to 31 days of the date of the Service – 60% of total cost
 - Within 30 days of the date of the Service – 100% of total cost
- c. In addition to point b above, the client is also liable for any third-party charges incurred by DSD on behalf of the client.
- d. The cancellation charges and third-party charges as detailed in point c shall be payable within 7 days of the client notifying DSD of the cancellation. In all cases, any cancellation fee or third-party charges not fully paid within 14 days after the date of the Service is liable to a late payment fee of £50 and interest being charged at 2% per month.
- e. If DSD cancel the Service due to unforeseen circumstances, then all fees paid will be refunded to the Client within 28 days of DSD cancelling. In this case DSD are under no obligation to but may assist you in finding alternative entertainment.

5. CHANGE OF DATE

- a. The original date of the Service is as agreed on the booking form. If the client needs to change the date of the service, they are to inform DSD in writing as soon as possible.
- b. If the new date is available, then DSD will move your booking to this date.
- c. If the new date is not available then unfortunately the booking on the original date will be classed as being cancelled by the client, and as such the cancellation policy as set out in section 4 above will apply.
- d. If, once the service date has been changed to the new date, the client cancels the service (including cancellation as described in point c above) then for the purposes of Section 4, the date of the service shall be the earliest date between the original dates and the new date(s) is earliest.

6. GUEST BEHAVIOUR

- a. The Client is responsible for the behaviour and actions of all non DSD staff (Guest/s) attending the Service, whether those persons be guests, members of the public, venue staff or uninvited persons.
- b. If the client is asking DSD to provide Services at an event that is open to the public (including but not limited to events such as Christmas Parties; Fund Raising Events; Fun Days etc) then the client is also responsible for ensuring that the event is at all times adequately stewarded for the safety of all Guests and DSD staff.
- c. DSD reserve the right to temporarily suspend the Service or end the Service early if the behaviour of any Guest is deemed to be unacceptable to DSD. Examples of unacceptable behaviour includes, but are not limited to:
 - i. Physical or Verbal threats or abuse to DSD Staff or Venue Staff

- ii. Guests interfering with DSD's equipment
 - iii. Violence
 - iv. Dangerous or unsafe behaviour
 - v. Illegal acts
 - vi. Breaking of any Government guidance in place at that time
 - vii. Insufficient stewarding
- d. In point c above:
- i. If the length of time of the Service is shorter than the agreed times on the booking form then the full cost of the Service as stated on the booking form is still payable, and no refund will be offered.
 - ii. If the reason for the Service is shorter than the agreed time on the booking forms is due to Guests being abusive to DSD staff, then DSD also reserve the right to charge an additional fee of up to £100 on top of the full cost of the Service as stated on the booking form.
- e. The Client is liable for any repairs of damage occurring to or replacement of DSD equipment caused by Guests. An estimate will be given verbally at the end of the Service, with an invoice for the costs being sent out as soon as reasonably practicable.
- f. DSD are not responsible for any damage to the venue's fabric, fixtures etc caused by Guests.

7. PHOTOGRAPHY, VIDEOS & SOCIAL MEDIA AND ADVERTISING

- a. DSD may take photographs and videos at the Service. It is the responsibility of the Client to notify Guests of this. Any photographs or videos taken by DSD are the property of DSD,
- b. If for any reason you would prefer that photographs and videos not be taken please inform DSD prior to the Service being provided.
- c. Photographs and videos taken by DSD may be included in advertising, and on websites and social media in relation to DSD.

8. FOOD, BEVERAGE & ACCOMODATION

- a. Services in a location that is more than 2 hours travelling for DSD may incur an additional charge to cover overnight accommodation. If applicable the charge for this will be detailed as an extra on the booking form.
- b. Services where DSD are expected to be on site for a period of in excess of 6 hours, then a meal is to be supplied for all DSD staff on site. NOTE: Access to the evening buffet shall at a wedding or similar is not an acceptable alternative to a meal.
- c. Soft drinks shall be made available to all members of DSD staff on site for the duration of the service, including time taken to set up and break down the equipment.

9. ACCEPTANCE

- a. If you have made a payment of any amount or returned completed a booking form, you have entered into an agreement with DSD and agree to all of these Terms & Conditions without exception.