

Kent Discos

Terms & Conditions

1. This contract reflects the agreement either by verbal or written means. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the booking form and reservation fee is received by Kent Discos within 7 working days of the issuing date. No alterations may be made to this contract by hirer / contracted artiste's / crisis cover entertainers without prior approval consent from Kent Discos. 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 terms and conditions.

2. The Client shall have the right to cancel the booking by serving notice upon Kent Discos in writing, not less than 28 days before the performance date. In the event of the client wishing to cancel this contract agreement, any advance payments will be **forfeited**.

2.1 A cancellation fee of not less than 50% (Half) of the agreed fee will be due if the cancellation is within 56 days (2 Months) of the performance.

2.2 A cancellation fee of not less than 100% (Whole) of the agreed fee will be due if the cancellation is within 28 days (1 Month) of the performance.

3. Reservation fee (Non-Refundable deposit): you agree to our non-refundable reservation fee/deposit payment of £50 (*£100 when booked with any of our extras*) which is payable upon booking to secure the booking. The reservation fee/deposit is deducted from the total fee to result in the balance payment.

4. The agreed balance payment should be paid either by cheque made payable to Kent Media Group Ltd., BACS (bank transfer), by cash in person or by other methods agreed between Kent Discos and the client – all final payments are due 28 days prior to the event date.

4.1 Kent Discos cannot accept payment on the night.

4.2 Kent Discos are happy to accept full payment upon booking or upon a scheduled meeting arrangement prior to the event date.

5. In the unlikely event that Kent Discos are unable to attend a confirmed booking due to unforeseen circumstances such as an accident or sudden illness, Kent Discos shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. (In the event that Kent Discos is unable to do this a full refund of any monies paid to Kent Discos will be provided).

This does not apply in circumstances detailed below.

6. Force Majeure - Kent Discos 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, incorrect booking forms or other unavoidable circumstances deemed beyond our control.

7. The hirer will appreciate that a suitable time for venue access, safe installation, dismantling and safe removal of equipment to and from the venue is required in addition to performance time. Therefore, the hirer and venue will allow suitable time for the installation and dismantling and removal of equipment

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(up to 60 minutes for a standard disco each side of the booking times – more time may be needed for larger shows/extras). Where appropriate, the hirer will also inform the venue, in advance, of Kent Discos requirements. Please note: Kent Discos shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

8. Kent Discos require a minimum area of 2m deep by 4.5m wide for setting up, where possible Kent Discos will adapt to the venue space supplied.

8.1 The hirer will ensure that safe and adequate power is available for the performance. (Minimum of 2 X 13amp power supply sockets located as near as possible to the performance area).

9. The hirer 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.

10. The hirer will inform Kent Discos of a venue fitted with a sound limiter device and permission from the venue to allow the use haze/smoke machine prior to the performance date. Kent Discos reserve the right to decline entertainment at venues with a sound limiter installed. Kent Discos cannot be held liable for any restrictions enforced by the venue.

11. Kent Discos agree to provide proof of Public Liability Insurance (PLI) and Portable appliance (PAT) certifications as required by the venue upon prior request, these are also available for download on the Kent Discos website.

12. The hirer will notify Kent Discos of all appropriate licences as required by law are in force at the time of performance(s).

13. The hirer agrees to provide adequate supervision of guests and will ensure the venue management adequately supervises customers and staff on site premises. Please note: Where the function 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 venue. The client will provide and maintain adequate adult supervision at all times. Kent Discos will not be liable for the supervision of minors.

14. Abuse or threatening behaviour from the hirer, hirer's guests, venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss or liability attributed to Kent Discos.

15. The hirer agrees that compensation for any loss, theft of or damage to any equipment, vehicle(s) or personal belongings belonging to Kent Discos or the Kent Discos team caused by the hirer, hirer's guests, venue customers, venue staff and or venue electrical supplies may be sought including any additional costs.

16. The hirer agrees that the agreed entertainment start and finish times as specified in the contract are accurate and correct. Any extensions beyond the confirmed time are at the discretion of Kent Discos and the management of the venue and chargeable at £75 per hour paid in advance of the extension.

An early termination of any entertainment will not result in a refund or any liability attributed to Kent Discos.

17. Kent Discos will accept music requests playlists in writing in up to 2 days prior to the booking and will do our utmost to play clients chosen requests, Kent Discos are always happy to take individual requests on the night.

The hirer also agrees that Kent Discos cannot guarantee the inclusion of any deleted, obsolete, obscene or difficult to source requests during the performance times of the booking.

17.1 Please be advised that Kent Discos reserves the right to decline to play any track requested that contains explicit lyrics or Inappropriate references.

17.2 Kent Discos offer a playlist service via the Kent Discos website – this service is free of charge but data cannot be guaranteed and no liability will be accepted in the event of a loss of data.

17.3 Whilst we endeavour to please each and every guest, some requests may not be played, or those that are played may not be liked – Kent Discos accept no liability in these cases.

18. If the client requests that Kent Discos set up DJ 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 Kent Discos should arrive at the clients venue at any earlier, pre-arranged 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 Kent Discos, which must be settled in full before commencement of main entertainment.

19. Kent Discos will not be liable for any refund, in part or whole, where Kent Discos are late accessing the venue and setting up purely because of earlier events over-running, or where Kent Discos are prevented from accessing, setting up or providing our services by the venue management. Kent Discos will not be obligated to provide an extension to the agreed timescale in these circumstances.

20. Where the venue does not have its own parking facilities, Kent Discos reserves the right to pass on any additional parking fees for refund by the hirer. Please note: that in accordance with Health and Safety laws, Kent Discos will, where possible advise of any Health & safety concerns prior to commencing any work, we reserve the right to cease work without reimbursement where safety of Kent Discos staff, Guests or other persons may be compromised.

21. If Kent Discos arrive at a booked venue to find another DJ and or service has been booked or someone acting on behalf of the client/venue then the full amount paid to Kent Discos will not be refunded, any outstanding fees will also still be charged in full.

22. Where Kent Discos 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. See 8.

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22.1 Where Kent Discos is engaged to work alongside a band or other entertainer the hirer will ensure that all hired artists hold Public Liability Insurance and certifications as required by the venue.

22.2 Kent Discos fees will not be reduced if working alongside a band/other entertainer.

23. Where the event is being held in a marquee or in an external venue, the hirer will ensure that the work area is dry, weather protected and that a minimum of 2x 13A voltage regulated and earthed power supplies are located close to this area, this supply should not be shared with any other facilities.

23.1 Kent Discos are not able to operate from generator supplies. Kent Discos will not be liable for any refund, in part or whole, due to inadequate power supplies.

23.2 Inclement weather or impending inclement weather on the day will not allow Kent Discos to commence entertainment out-doors under any circumstances. Kent Discos accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions and pass any liability onto the client.

24. Kent Discos may take photos/video throughout the booking, unless notified otherwise in writing; you agree that we may use this media for our marketing purposes.

25. Kent Discos will not be held responsible for low photo yield caused from guest non-conformance or any other cause. Monies paid for such services will not be returned or refunded in part or whole in such cases.

26. Sales of photos will occur when our printing extra is added to a booking. Payment for the prints are to be paid before the images are printed, we can only accept cash, or bank card (where available) for this service.

26.1 Our printing service is strictly non-refundable, if a client or guest is unhappy with a print then the Kent Discos team member will only re-print one (1) print (with any necessary adjustments) and require the return of the original print in order to re-print.

26.2 As part of the Photobooth service, Kent Discos will include props when requested. Props are property of Kent Discos and should not be removed from the photobooth area. Any loss or damages of any of the photobooth equipment will incur a charge towards the client for replacement/repair.

26.3 In the event that a printer fault occurs, Kent Discos will take pre-orders and provide images via post to any clients/guests choosing to pay in full at the time of the image being taken; unfortunately further prints cannot be purchased after the event.

27. Dance floors are available in sizes up to 18ft x 18ft dependant on availability. Where possible, Kent Discos will always try to lay the largest sized dancefloor possible within the venue's restrictions up to this size. Kent Discos will not be liable for refunds if a floor is smaller due to suitability, venue restrictions or access.

27.1 Dance floors may require a cleaning after laying, it is important that time has been allowed to be able to lay and clean a dance floor as well as dismantle it at the end of a booking. During cleaning the floor may need a small 'drying time'.

27.2 Kent Discos kindly ask that no food, drink or any other equipment is brought onto a dance floor without prior consent, any resulting damage/cleaning charges towards the dance floor may be charged to the hirer.

28. Kent Discos photographers make every reasonable effort to take any pictures requested by the client. The photographers cannot accept liability for any shots that may have been missed; similarly if a photo list is supplied, each and every requested shot may not be replicated but reasonable attempts to do so will be made, guidance from a party member may be requested.

28.1 During the All day/deluxe package the photographer cannot guarantee that each 'event' will receive even coverage, but a suitable amount of each will be covered.

28.2 Images are supplied on a choice of disc/USB drive/Online folder typically 4-6 weeks (28-42 days) following the date of the event, during busier periods this time may increase due to increased workload. Our photographers guarantee delivery within 90 days of the event. Images supplied are in digital JPEG format on a CD/DVD Disc and are for your own personal use. All edited images will be included.

28.3 Images to be edited are chosen by the photographer and may not include every single photo taken.

28.4 Unless expressed in advance by written statement, Kent Discos may use any images taken for promotional purposes not limited to print, digital or other means.

28.5 Kent Discos may still take photos/videos at bookings that do not have a photography 'add-on' attached; these images will be mainly of the venue, disco setup and room setup but may include guests/the client.

29. In the unusual circumstance of complaints Kent Discos must be notified within 14 days in writing. The balance paid in full prior to the event is non-refundable.

30. Kent Discos reserves the right to reject a booking.

30.1 Kent Discos reserves the right to cancel an unconfirmed booking.

30.2 Pricing will vary dependent on a number of factors

31. Kent Discos may transfer any monies paid to another booking date if a cancellation occurs outside of the dates stated in section 2

32. Uplighting / Mood lighting will be colour matched as close as possible to your chosen colours. Please be aware that exact matches may not be achievable but a suitable colour close or complementing will be chosen.

32.1. Kent Discos' up lighting is sometimes wireless; Kent Discos cannot guarantee the battery life from the units but will endeavour to ensure that the lighting is fully charged before placing them in the designated areas.

32.2. Wireless control can be given to the client/hirer when used during the day time, It is the hirers responsibility to ensure that no guests can control the system (password protected).

32.3. Kent Discos will take control of the uplighting during the evening.

32.4. Kent Discos cannot be responsible for any disruptions/interferences to the wireless system, in case of any problems the units will be switched to a static colour.

33. In completing and returning a Kent Discos Booking form, the client agrees that they have read and agree to the Terms and Conditions of hire and acknowledge the booking details contained in the booking form submitted are correct.

34. E. & O.E

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