

42 Hedgers Way, Kingsnorth, Ashford, Kent, TN23 3GN www.apevents.co.uk | 01233 427330 | (Andrew Broughton)

Terms & Conditions (Version 1.4)

Throughout this document the term "client" refers to the person who has made the booking and the term "company" and "DJ" refers to anyone from AP Events (the disco company). This document is in addition to the agreements made on the booking form, and together these two documents provide all the agreements.

1. Booking Details

1.1 All agreements of the booking itself are found on the Booking Form. Both the client and the company must approve of any changes to these details.

1.2 The DJ(s) will require time for the installation and dismantling of the equipment (usually one hour, unless otherwise stated).

1.3 Both the company and client offer assurances that no previous bookings exist with other clients/companies that would affect the booking.

1.3B If the client has another booking that results in the cancellation of the contract, cancellation costs are ignored and the full payment is required.

1.3C If the company has another booking that results in the cancellation of the contract a full refund will be given.

1.4 If a signed copy of the booking form and booking fee are not received by the company by the due date (if not stated on the booking form; eight weeks prior to the event) the company shall deem the booking not required and no further action taken.

2. Payments

2.1 Financial settlement agreements are made on the booking form. Unless otherwise stated, payment must be received before the event.

2.2 If additional time is requested for the event (over and above the agreements made on the Booking Form), the fee for such time must be agreed by both the company and client, and paid to the company within five working days after the event (unless otherwise stated).

2.3 If any payments are not received by the due date, a charge of £5 per day will be levied (unless otherwise stated).

3. Cancellations

3.1 The client has the right to cancel a booking within 7 days of signing the booking form with a full refund of any monies paid.

3.2 In the event of the client wishing to cancel the event for any reason the cancellation fee (agreed on the Booking Form) must be adhered to with the exception of term 3.1.
3.3 In the event of the company wishing to cancel the event, all advance payments will be repaid within five working days (unless the cancellation is the fault of the client not meeting the terms and conditions laid down on this form and the booking form).
3.4 The company nor client can be held liable should a booking be postponed due to conditions including, but not limited to, adverse weather. When a booking is postponed the company will honour the booking for an alternate date subject to availability.

4. Conduct

4.1 The client will ensure that the audience and anyone other than the company's team conduct themselves in a proper manner. The company will not be held responsible for



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any actions, other than actions by members of the company team.

4.2 The company team will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the clients requests (unless in breach of any laws) as to volume, positioning of equipment, and any other reasonable requests.
4.3 The client must notify the company (in writing) if they do not wish photos taken at an event to be used by AP Events, excluding photographs with under 18s shown.
4.4 If there are any particular requests these must be made 14 days prior to the event to ensure the company has them for the event. The company will not be liable for any requests that cannot be fulfilled and there will be no compensation or reimbursement.

5. Security

5.1 The client will be held responsible for any theft or damage of any equipment (including vehicles stored on the premises) belonging to the company caused by anyone other than members of the company's team.

5.2 It is solely the responsibility of the client to ensure the venue has sufficient and legal security for both personnel and equipment (including vehicles used by the company).

5.3 The company will not be held responsible for damage to the venue caused by the company's equipment. Any potential problems must be notified to the company.

6. Health & Safety

6.1 It is solely the responsibility of the client to ensure the venue complies with Health & Safety.

6.2 The company will ensure their equipment fully complies with all the relevant Health & Safety legislation regarding the equipment and personnel.

6.3 A copy of the latest Health & Safety "Risk Assessment" and "Portable Appliance Test" certificate can be inspected (providing five working days notice is given).

<u>7. Venue</u>

7.1 The company will not be liable for breaches of byelaws, or conditions under which the venue is leased, hired, or entrusted to the client.

7.2 The company will ensure that all appropriate licenses required by the DJ (as required by law) are in force at the time of the event, and therefore the client cannot be held liable in any way.

7.3 The client will ensure that all appropriate licenses required by the event organiser (as required by law) are in force at the time of the event, and therefore the company cannot be held liable in anyway.

7.4 Both the client and the company can reserve the right to inspect all licences affecting the event (providing five working days notice is given, unless otherwise stated).

7.5 A suitable parking area must be available for the loading and unloading of the company's equipment at the venue and for duration of the event at no charge.

7.6 The client is responsible for making sure there are 2 earthed electricity sockets for the company's equipment.

End of Document: 19 June 2004

(revised 1 March 2005, 25 January 2006, 15 November 2008 & 21 January 2011)