



TERMS AND CONDITIONS

The terms and conditions set out in this document highlight:

- The responsibilities of Wyld Parties (us) and the client (you)
- The limitations relating to provision of service offered
- Any penalties or restrictions that could or may apply

These terms and conditions only come into place once a firm booking has been made, and are agreed to when paying the initial deposit.

Introduction

In this document, Joshua Peverley (Wyld Parties) is referred to as the "Operator", and the person making the booking is referred to as the "client".

The entertainment that is to be provided by Wyld Parties is described as the playback of musical recordings through sound equipment supplied by the operator with occasional narration. The operator will also supply effect lighting where agreed to accompany the music and narration.

The place of performance is at the venue given to Wyld Parties when booking your event. This will be referred to as the "venue". The Client should allow adequate set up time of 90 minutes before the start time of the event and 60 minutes after the event to break down, unless previously agreed. The client should also indicate what access is available (eg. stairs, lifts, car parking etc.)

The date of the performance will be the date given to Wyld Parties when booking the event, either via email or within a booking form. The start time and finishing time of the performance shall also be stated on the booking form. This will be referred to as the "performance date".

The client agrees to pay Wyld Parties a performance fee for the performance, to the value stated on the booking form. A non-refundable deposit of 25% of the total fee must be paid via Paypal or via cash during a client meeting. The booking will not be considered finalized until the booking fee has been paid and received by the operator and a Booking Form has been signed by both the client and the operator.

Once the payment has been paid, this demonstrates that the client is happy with the booking form, used to summarize the booking agreement, and a formal agreement is then in place for the performance to take place, subject to full payment of any outstanding balance.

The remaining balance of the performance must be paid to the operator in full in cash or via Stripe or Paypal at least 7 days proper to the performance, unless alternative arrangements have been made between the Operator and the Client.

Cancellation

Wyld Parties understands that the client may choose to cancel the agreement at any time, and after paying the deposit, must do in writing to the operator. In the event of the client or the venue wishing to cancel a performance for any reason, other than an act of God or Natural Disaster a cancellation fee will apply:

- 30 days of the Performance Date: 50% of the Performance fee
- 14 days of the Performance Date: 100% of the Performance fee

In the very unlikely event of the operator having to cancel, for whatever reason, the Operator reserves the right to substitute another mobile disco of comparable or better quality at no additional cost to the client. The client will be notified of any such replacement as soon as possible and given the opportunity to cancel the agreement with all monies refunded, and as a gesture of goodwill, the Operator will pay an additional 25% of the agreed performance fee to the Client.

Non-Timely or Late Payments

In the event of non-payment, as agreed between the client and the operator, the performance will not take place, and any payments already made such as a deposit, will be forfeited to the operator.

Should the operator agree a specific variation and exception to these Terms and Conditions, to accept payment after the Performance or in instalments, and in a case of non-payment, the Client will be liable for any unpaid balance, plus all reasonable collection and solicitor's fees.

Extension of Performance Time

Should the operator be required to extend the performance time, a fee for such extended performance will apply, as agreed between the client and the Operator on the 'Booking Form'. The extended performance is subject to the rules and licensing regulations of the venue, and is at the discretion of the operator.

Reduction of Performance Time

Should the performance be delayed for any reason other than events or circumstances caused by the client's non-adherence to the Terms and Conditions, the fee paid will be partially refunded on a pro-rata basis in half hour increments.

The client must ensure that the venue is reserved or booked for an adequate length of time, including the time required for the set-up of the agreed party installation, the dismantling and removal of equipment and the duration of the party. If the finishing time as stated in the booking, plus the time required for dismantling and removal of equipment is found to be later than that allowed at the Venue and the Performance has to be curtailed or the start of the performance is delayed due to insufficient time being allowed to set up or dismantle the equipment, no refund or partial refund will be given.

Event Plan

The client may submit a music request list a minimum of 7 days prior to the Performance date and the operator will use best endeavours to meet the requirements of the client, however submitting a playlist does not form any legal contract between the client and the operator to play the chosen songs, and all music is played at the discretion of the Operator.

Any music in which the operator has been unable to source must be handed to the Client on CD's at least 7 days prior to the Performance date, and any property handed to the Operator is left at the Client's own risk.

Conduct

The operator and any assistants they bring will undertake to conduct themselves in a correct and professional manner, responding to the client's or venue's requests as to the location of equipment and set up, volumes of music and any other reasonable request providing they do not breach health and safety regulations. For example, the operator and any of their equipment will never block a Fire Exit.

The client is always responsible for the guests and their behaviour, ensuring that guests always conduct themselves in a proper manner of all times. This includes children.

Dress Code

The operator and their assistant(s) will always dress appropriately for the Performance. Any specific dress requests must be submitted and agreed in the booking form.

Installation/Dismantling of Disco Equipment

Access to the venue must be available for the agreed time prior to and after the performance. Should the client foresee any issues or anything that may impact on the operator's ability set up and dismantling of the equipment, the client must provide these details to the operator to prevent any additional charges or delays to the performance.

Guest's Behaviour

Any threats, either physical or verbal will not be tolerated by the Operator or their assistant(s), and the Operator reserves the right to end the performance at any time should they feel threatened in any way. Should this occur, the whole performance fee will still remain payable.

The client will always be required to provide and maintain adequate adult supervision at all times for any person in attendance under eighteen years of age. The supervising adults will ensure that these individuals do not interfere with the disco equipment or with the operator.

The supervising adults will also assist the Operator with the organization of the children during any party games played at the performance, should this be required.

Insurance

A certificate of Public Liability Insurance and Employers Liability Insurance can be downloaded from our website.

Suitability of Venue

The client agreed that they are entitled to use the venue for the purposes of the performance. The operator shall in no way be held responsible for any breaches of covenants, regulations, bye-laws, conditions and such like relating to the use of the Venue.

Should the venue be assessed as suitable or dangerous, or the failure of a non-structured building or marquee to provide adequate protection and facilities, the Operator reserves the right to either, not perform or to end the performance early in the interest of Health and Safety, in which the entire performance fee will remain payable.

Equipment

Wyld Parties will supply all sound equipment, microphones, lighting and stands necessary for the performance. The operator will also provide all personnel required to set up the equipment, conduct the performance (Parental assistance may be required for party games at Children's Parties – This is set out in the booking form) and dismantle the equipment after the performance.

In the unlikely event of a complete equipment failure (excluding circumstances beyond the Operators Control: eg. A Power Outage) that cannot be rectified on the spot, the operator will attempt to get replacement equipment to the venue as soon as possible, with a pro-rata refund given for any time not performing.

Special requirements in regards to equipment (eg. Smoke machines, radio microphones etc.) must be made within fourteen days of the Performance date and are only subject to availability at no extra charge, unless specified.

Smoke Machines, Lasers, Snow Machines, Bubble Machines and Confetti Cannons will only be used with the prior agreement of the venue management.

Use of Equipment

Only the operator and their assistant(s) may set up and operate the equipment. Under no circumstances, must any unauthorized personnel tamper with, move or attempt to use equipment owned by the Operator, unless permission is given. The operator cannot accept responsibility for damage to property or injuries to persons caused directly or indirectly by third party interference.

Sound Limiters

The operator will not be held responsible for sound levels at venues which have sound limiters fitted. Should the operator be aware of a sound limiter being installed at a venue, the operator will endeavour to inform the client prior to commencement of performance. Similarly, should the client be aware that the venue has a sound limiter fitted, they should inform the client prior to the Performance date.

Lighting Effects

The operator will not be held responsible for the way that some individuals may be affected by sound, strobe, smoke, bubble liquid or any other lighting or effects that we use. The Client must advise the Operator prior to the Performance or at the earliest possible time during the performance if any specific sound, lighting or other effect should be avoided.

Health and Safety

The operator will ensure that all electrical equipment will be compliant with the relevant Health and Safety legislation regarding the equipment and personnel. A PAT (Portable Appliance Test) certificate is available upon request.

The operator will not be held responsible for any damage caused by the guests to the building where services are provided.

Should the venue need to be evacuated for any reason, the responsibility for evacuating the building will not rest with the Operator, although usually, we will do an announcement through the microphone, should power still be accessible.

Conclusion

Neither the Client or the Operator may make any alterations to these Terms and Conditions without the agreement of both the Client and the Operator prior to the Performance.

The client may not transfer the booking to another party or host without the prior consent of the Operator.

The Operator reserves the right to refuse any booking without any reason being given.

In a situation where the Client is aged under the age of eighteen (18) years of age, a representative aged eighteen or over must sign the booking form and take responsibility for all aspects of the booking.

In all instances, the Operator may, at their discretion require identification from the person signing the booking form.

Finally

Our services at your party require you to have a good time. If at any time you aren't enjoying the performance given, please let the DJ know at the earliest of your convenience, so we can do everything we can to help ☺