



Our Booking Terms & Conditions

We know that small print is boring; however it's important that you're aware of our terms & conditions as they are legally binding.

In these Terms & Conditions the terms “customer” refers to you as the event organiser and our client, “we” or “us” refers to All Occasions Entertainment West Midlands & Worcestershire.

Our attendance to your event is you the customer’s acknowledgement of our terms & conditions regardless of your signed acceptance; this is due to the sometimes short period between the enquiry, booking and the event.

1. Booking, payment & cancellations

- a.** It is the customers responsibility to inform us of any errors on our confirmation letter/email which may impact on your event/function such as date, time and location.
- b.** Payment of the booking fee and or deposit for your event or function is a 100% binding guarantee of our contract with you and the reservation of your event/function date & time.
- c.** Non-payment of booking fees and or deposits within **7 days** of receipt of your booking confirmation could allow us to change our work schedule without prior notice.
- d.** Booking fees and/or deposits will not be refunded under any circumstances.
- e.** Unless notified by us the full settlement of the remaining balance for your event or function should be paid in cash on arrival to the venue.
- f.** In circumstances whereby payment terms have been agreed with you; full and final payment of any fees owed should be settled within **28 days** of the event. If we are not paid according to agreed terms a late payment charge may be added, we may also peruse payment by legal action. We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation.

g. Any cancellations or notified changes must be made at least 7 days prior to the date of event. If you fail to cancel your booking before this date you will be charged the full fee. This may be waived in very extreme circumstances.

h. When a booking has been formally cancelled and that cancellation has been accepted by both parties, the customer forfeits any rights to use our services on that date, irrespective of deposits, booking fees or cancellation fees paid.

i. We reserve the right to substitute an alternative entertainer should uncontrollable circumstances dictate the need to do so.

2. during the event, you the customer and your guests

a. The customer is responsible for any damage to our equipment caused by any person at your event. You will be charged for the full cost of any repairs, or replacements required. You will be advised of any damage as soon as it is caused.

b. We do not tolerate violent, aggressive or abusive behaviour from anyone under any circumstances. We also reserve the right to terminate our services at any time that we feel our personal safety is under threat.

c. We do not take responsibility for ejecting any unwanted persons from any venue. You will be advised of any problems that we may have in this respect with any of your guests.

d. In the event of fire, flooding or any other threat to the you the customer or your guests we will not be responsible to evacuate any venue or building where we are present and / or working within, unless the fire regulations for the venue specify otherwise. This would usually incur a vocal announcement.

e. Only entertainers employed by us may operate our equipment. Under no circumstances may unauthorised personnel tamper, move or attempt to use equipment owned by ourselves. We cannot accept responsibility for damage to property, or injury to persons caused directly by third party intervention.

f. We will not be responsible for any damage or loss to private or public property caused by invited or uninvited guests.

3. The venue management and your responsibilities as a customer.

a. If you are booking other service providers as well as hiring ourselves, please consider the amount of space available and where you are going to place us.

b. All equipment that is used is checked prior to arrival and has been fully tested for safety by a qualified electrical engineer (**PAT certification available upon request**). If we are linking our equipment within a fixed in-house audio system, we reserve the right to refuse to do so if the equipment is considered to be unsafe or liable to cause damage to any component linked to it. The customer is liable if post inspections prove that damage has been caused by faulty equipment other than ours.

c. It is the responsibility of the customer to make sure that there is an adequate provision of electrical power within ten metres of our set-up point. We require a minimum of 2 x 13 amp outlets dedicated purely for our equipment (not in the form of an extension lead).

d. Smoke, Bubbles, Confetti Cannons & Pyrotechnics - It is the customer's responsibility to ensure they have the relevant permission from the venue for use of these services, and should there be any additional charges for cleaning up of the confetti this is to be stood by the client.

e. Any damage caused to our equipment by an inadequate power supply or power interruption is the responsibility of the customer. The customer is fully responsible for any damage caused to the equipment caused by the use of noise limiters and the subsequent cut off and reintroduction of power without our consultation.

f. The customer is to provide the following:

i. Parking for one vehicle, as near the performance area as possible.

ii. Changing space for one person (if required)

g. It is a condition under the entertainers Public Liability Insurance Policy that the venues which the Insured service provider may work, have in force their own Public Liability Insurance for the duration of the Insured's use thereof and during periods required before and after such use for setting up, breaking down, rehearsals, sound checks and any other preparations.

h. All bookings should be taken on the understanding that the venue is in possession of the necessary entertainment & liquor licenses. We are not responsible if the venue is found to be in breach of the terms of their license.

i. We reserve the right to refuse to continue any event prior to the start should there be insufficient floor space which would not allow the audio and lighting equipment to be assembled safely.

j. It is the customer's responsibility to ensure equipment booked is suitable for use at the event venue. No refunds, part or full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed.

k. Not all equipment is designed to fit through narrow doorways and/ or up staircases. It is the customer's responsibility to inform us of any access restrictions that may impede set up or restrict equipment use.

4. Our responsibilities to you, your guests and the venue management.

a. The entertainer will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the management's requests as to volume, siting of equipment and/or any other reasonable requests.

b. We will not be liable for non-fulfilment of this contract by the venue management and, or the entertainer, although every reasonable precautions will be taken. In the event of the customer seeking compensation, we will not be liable under any such claim, and the entertainer will only be liable for a sum up to and not exceeding the contracted amount.

c. The entertainer operates regularly serviced and well maintained equipment and will carry essential backup equipment. In the rare event of any equipment failure, an onsite repair will be attempted. If however there is an irreparable breakdown in lighting a partial refund will be given. If there is an irreparable breakdown in sound a full refund will be given.

d. We shall be entitled to terminate this contract without liability if for any reason beyond its control the entertainer is unable to perform, due to fire or theft of equipment, illness or breakdown of vehicle. The entertainer will use all reasonable endeavours to locate a replacement for themselves but, in the unlikely event of a non-appearance all monies paid will be refunded, but this will be the limit of our liability to you.

e. Under Health & Safety laws, our entertainer can refuse to provide there service in any unsafe building, access or venue where the safety of our entertainer or the public may be jeopardised. In this unlikely event the booking will be terminated and the full remaining charge payable.

f. The entertainer will need a minimum of **one hour** to enter a venue and set up prior to the start time and also a similar time allowance at the end of the night to pack up.

g. We reserve the right to use any photography taken during the event period for promotional purposes unless otherwise advised by the customer.

4. Our Complaints Procedure

If you are unhappy with any aspect of the service provided by us or the entertainer, we will be happy to discuss your issues with you. Initially please email your complaint to **complaints@bookitlocal.co.uk** whereby we will respond within **7 working days**; or for matters of health & safety please contact us on **01384 468 589**.

We reserve the right to alter any or all of the above at any time. E & OE.

These terms were last reviewed: 18th June 2015.

18/06/2015

Amendment: Change of name from All Occasions Disco & Karaoke to All Occasions Entertainment

Review Due:

Jan 2016.