

Booking Contract

1. **Contract:** This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the booking form and retainer reservation fee is received by **Phunky Disco** 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 **Phunky Disco**. Please Note: by completing and sending this booking form, you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms.
2. **Reservation fee:** you agree to our reservation fee which is payable in advance to secure entertainment. The reservation fee is deducted from the price quoted.
3. **Overtime Charge:** Any extension to the agreed timescale will be charged in addition to the booking fee per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended entertainment.
4. **Cancellation:** The Client shall have the right to cancel the booking by serving upon **Phunky Disco** not less than 28 clear day's notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance reservation payment will be forfeited.
 - 4.1. A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.
 - 4.2. A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.
 - 4.3. The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.
5. **Performer Cancellation:** In the unlikely event that **Phunky Disco** is unable to attend personally due to accident or sudden illness, **Phunky Disco** shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.
6. **Force Majeure:** **Phunky Disco** 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, or other unavoidable circumstances deemed beyond our control.
7. **Timing:** The hirer will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from 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 disco equipment (up to 90 minutes each side of the booking times). Where appropriate, the hirer will also inform the venue, in advance, of artiste(s) requirements. Please note: **Phunky Disco** shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.
8. **Power:** The hirer will ensure that safe and adequate power is available for artiste's performance. **Phunky Disco** will need access to a minimum of 2 x 13A 240v plug sockets within 10 metres of the performance area. The hirer must ensure 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.
9. **Sound Limiters:** The hirer will inform **Phunky Disco** prior to performance date confirmation of venue sound limiter installation. Please note: **Phunky Disco** reserve the right to decline entertainment at venues with sound limiter installed.
10. **Licensing:** The hirer will notify **Phunky Disco** of all appropriate licences as required by law are in force at the time of performance(s).
11. **Supervision:** The hirer agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or 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. **Phunky Disco** will not be liable for the supervision of minors.
12. **Behaviour:** Unwarranted Abuse or threatening behaviour from hirer's guests or venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss to **Phunky Disco**.

13. **Damage:** The hirer agrees that compensation for any loss of or damage to **Phunky Disco** equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.
14. **Timing:** The hirer agrees that the confirmed entertainment start and finish times as specified in the contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of **Phunky Disco** and the management of the venue. See 3 for 'Overtime Charge'.
15. **Requests: Phunky Disco** will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of the clients' chosen requests, provided such requests are submitted in writing before the event. The client also agrees that **Phunky Disco** cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.
16. **Early Setup Times:** Where the client requests that **Phunky Disco** 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 **Phunky Disco** 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 **Phunky Disco** which must be settled in full before commencement of main entertainment.
17. **Late Starting: Phunky Disco** will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up purely because of earlier events over-running, or where 'we' are prevented from accessing, setting up or providing our professional services by the venue management. Neither will **Phunky Disco** be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.
18. **Parking:** Where the venue does not have its own parking facilities, **Phunky Disco** 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, **Phunky Disco** will refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.
19. **Please Click Here: Phunky Disco** will require a minimum space of 3 Meters x 2 Meters to set up the equipment. Where **Phunky Disco** 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
20. **Performing Outdoors:** Where the event is being held in a marquee, the hirer will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 15 Metres of this area.
21. **Complaints and Refunds:** In the unlikely event of a complaint or refund request, the hirer must submit the complaint or request in writing to **Phunky Disco** within 24 hours of the event. If this process is not followed we will not be obliged to take any further action although we will endeavour to resolve any issues that we feel are unacceptable.
22. **Please note:** Bad Weather or impending bad weather on the day will not allow **Phunky Disco** or contracted artiste(s) to commence entertainment out-doors under any circumstances. **Phunky Disco** accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.
23. **Agreement:** By paying an initial deposit to **Phunky Disco** I agree that I have read the Terms and Conditions of hire and acknowledge booking details contained herein are correct.