

## TERMS & CONDITIONS

*We thank you in advance for your understanding & co-operation of these Terms & Conditions*

### • PAYMENT

A deposit of £275 is required if you book our Disco Service. A deposit of £99 is required if you book our Décor Service. Deposits are non refundable after 7 days of booking. All bookings must be accompanied by completion of the on-line registration form or by completing and returning a hard copy booking form. Deposit Payments can be made by **Paypal** (*website only*), **Cheque** (Please make cheques payable to **G.L HUGGAN**) or **Bank Transfer** - Account No: 50952710, Sort Code: 20-74-09. Balance payments cannot be made on our website or by Paypal. The outstanding balance should be paid on the night, at the start of your function in Cash, by Bank Transfer 10 days prior to your function or by Cheque 14 days prior to your function to allow for bank clearance. On the night extensions are to be paid in cash prior to the extension commencing and will be charged at £100.00/hour. Failure to make Full Payment by the completion of your function could render interest being charged/additional recovery costs incurred from our accounting centre. If your function is held in a Marquee please add a Marquee Premium of £100 to your package price to cover additional time to set-up, dismantle & clean our equipment. If your function is not on the ground floor and the Road Crew have to climb more than 6 stairs or use an elevator an additional charge of £30 is made to cover our time. The Wedding Disco package price does include a 5 meter star cloth back drop system. You can upgrade this if you wish. An extra charge will be made for any Package Upgrades that you request either at the time of booking or after your booking has been made. For further information please see our Disco, Decor or Get a Quote page. Glow Sticks & LED novelties will be available on-the-night for your guests to purchase if they wish. Your package includes a FREE visit to our studio to discuss your function where we can also demonstrate some of our latest special effects to you. If you visit our studio we will supply you with a promo code to achieve 10% discount off of any options that you add to your package. If you wish to visit our studio please contact us to arrange an appointment. **Hard copy booking forms should be returned to:** Equinox-Storm, Storm House, 8 Springfield Road, Rushden, Northants, NN10 0QT.

### • CANCELLATION

If you, the customer, request to cancel your booking with Equinox-Storm you will lose the deposit you have paid (if over 7 days). If you have not paid a deposit or if you have paid less than 50%, you will be charged 50% of the full price of your function including any package upgrades/options that you have selected. In the event of a cancellation of our services, you agree to pay or authorise Equinox-Storm to retain 50% of the total cost of your function. If a cancellation is made within 30 days of the Performance Date the customer is responsible for paying the full balance to Equinox-Storm. If you book any of our Package Upgrades/Options and then decide to cancel them at a later date you will be charged 50% of the value of the upgrade option. Failure to meet cancellation charges within 14 days of the date in which Equinox-Storm is notified of your intention to cancel in writing will render interest being charged/additional recovery costs incurred from our accounting centre. If you wish to transfer your booking to a new date please see 'Transfer'.

### • TRANSFER

If you, the customer, request to transfer your booking with Equinox-Storm to a new date you will not have to pay a 50% cancellation fee, but will have to pay a 20% transfer fee. The reason we charge a transfer fee is to cover the fact that we may not secure a new booking on the original contracted date. The date you wish to transfer to must be provided at the point of transfer otherwise you will have to cancel your booking (Please see Cancellation). The Transfer option is not available if you have less than 30 days to go to your original booking date; you would have to Cancel and rebook. If you wish, the Transfer fee can be added to your contract and would form part of the total price of your function. Payment would be due as detailed under 'Payment'.

### • DAMAGES

You will be liable for the replacement of any equipment or assets belonging to Equinox-Storm that are damaged, vandalised or stolen by any of your guests or any other third party at your function; including any damage to equipment caused by electrical sound limiters that may be installed at your venue. A list of replacement costs/charges is available on request. Please ensure no drinks are placed on/adjacent to our equipment, including our speaker cabinets. Equinox-Storm has £10Million Public Liability Insurance. Equinox-Storm takes Health & Safety very seriously; all of our cables will be taped down, tie wrapped, secured, run along skirting boards or made visible using hazard tape/signage. You may select the UV Bubble Generator effect to be included in your entertainment package as an extra charge option. Bubble fluid can cause the floor area to become slippery. Equinox-Storm will operate the machine in short bursts to minimise this potential hazard. We use the very best bubble fluid on the market, used by professionals and expensive, it has been designed to reduce any slippery residue on impact, however we will not be held liable should anybody claim to have slipped/fallen or injured themselves or claimed to have received damage to any property or possessions as a result of the use of the UV Bubble Generator effect or any other effect supplied at your function. Health & Safety warning signage will be displayed during use.

### • PRIVACY & WEBSITE TERMS OF USE

Equinox-Storm take your privacy very seriously. We have a policy that covers the collection, processing and other use of personal data under the Data Protection Act 1998. By using Equinox-Storm's website you consent to this policy. We are registered with the Information Commissioners Office for this purpose. Please see our privacy policy at the bottom of each page on our website. We also have a Terms of Use statement forming an agreement between you and Equinox-Storm about your use of this website and the information contained in or available through this website. Please see our Terms of Use policy at the bottom of each page on our website. You authorise us to record images, photographic/video from any function and use these, either on [www.equinox-storm.com](http://www.equinox-storm.com), other related sites managed by us, social media sites or printed advertising material. Comments made about our services may also be used in a similar manner. If you would prefer an image or a comment provided by you to be removed from any of these sites you should use the contact form on our website or write to us directly at Data Controller, Equinox-Storm, Storm House, 8 Springfield Road, Rushden, Northants, NN10 0QT.

### • EQUIPMENT FAILURE

We operate high quality, professional sound & lighting systems that are regularly serviced & maintained. In the rare event of equipment failure we will attempt to repair or replace the item (if possible) on site. Should we have an unrepairable breakdown in sound a refund will be given according to the percentage of time we have performed. All of our equipment has been PAT tested & Certified for electrical safety. Normally, when performing in a marquee you will have to provide power via a generator. Please ensure that adequate power is available for the electrical draw required by all electrical equipment in your marquee. Our sound system operates protection circuitry that will temporarily cut the sound if the power falls below the required amount or surges over a safe level. Please check this with your generator provider.

### • SOUND LIMITERS

Some venues have sound limiters installed that restrict the volume of the disco and in some cases prevent the DJ from being able to use the microphone to make any announcements over a few seconds long. This can have a massive impact on the success of the function. Please check that your venue does not have a sound limiter. If it does, please indicate this in the 'Further Information' section of the booking process. When activated, Sound Limiters cut all of the power to the disco disabling sound & light for up to several minutes. Sudden power loss can lead to electrical surges that can damage or render useless our equipment as well as leaving your function without any sound or light. Equinox-Storm reserve the right to refuse to perform in venues that have Sound Limiters installed or terminate performances midway should the DJ believe that damage to electrical equipment may be caused. Under these circumstances, should a performance be terminated by the Sound Limiter or the DJ, no refund will be offered.

### • MUSIC

Any tracks which you ask us to obtain on your behalf that are not listed in our on-line Song Selector will be charged at £1 per track. In addition to this we make a one off £10 administration fee to cover the cost of the CD that we burn the track onto, the time taken to download the tracks and the Web fee to publish the tracks on our website library. Any other music requests are free of charge. If you wish to create your own playlist or choose some of our tracks in advance for your function, please see the 'Song Selector' on the Disco page of our website where you can find our entire music library and our current proposed playlist. Use our on-line Song Selector to choose some of your favourite tracks. We purchase approximately 10 new tracks per week, from historic music to pre-release chart music which are entered into our 'On-Line Music Library' and would therefore recommend that you finalise your playlist no sooner than six weeks prior to your function to enable you to have a wider choice of music. Requests are accepted on the night, but are subject to availability. Advance Music Requests should be finalised 30 days prior to your function. If you require any specialist music, specific mixes or non english music please advise us in advance as we may not have these tracks on the night. The Venue operator/owner is responsible for obtaining the necessary licences that are required by law to play music to members of the public.

### • HEALTH RESPONSIBILITY

Equinox-Storm will not be held responsible for the way some people may be affected by strobe lighting or any other lighting effects, lasers, special effects, confetti cannons, glow products, sound, dry ice, haze, smoke, bubbles, foam or snow we may use (some venues will not permit the use of haze/vertical mist effects due to sensitive smoke detector fire alarm systems; please note: Our Dry Ice effect will not affect smoke detectors or fire alarm systems as the dry ice will not rise above 2 foot off of the floor) If you are aware that anybody attending your function may suffer in any way or form from photo sensitive conditions such as Epilepsy or breathing conditions such as Asthma or may be affected by any of the effects we may use, please indicate in the 'Further Information' section of the booking process and personally alert your DJ on-the-night.

### • EARLY SET-UPS

Should you require us to assemble and test the disco prior to our standard arrival times, normally one hour & thirty minutes before the starting time of your function, please add £80.00 to the price of your function. Please indicate this in the 'Further Information' part of the booking process stating the time that the disco must be set up by. Please also indicate if you would like us to leave background music running for you. You agree to accept full responsibility & liability for all equipment left at your venue whilst using this service. The area where you would like us to set-up should be clearly indicated and should be prepared ready for the road crew team to immediately set the disco up upon arrival.

### • RELIABILITY

Many of our contracts stem from our reliability & timekeeping. We guarantee to be at your function on time except in the event of unforeseen circumstances such as vehicle breakdown or accidents of any kind, in which a reduced rate will be charged or a full refund will be given at the discretion of the DJ. We regularly cover North London, Herts, Beds, Bucks, Northants, Oxfordshire, Leicestershire, Cambridgeshire & Essex. All of our vehicles are fitted with satellite navigation systems to enable us to find your venue on time. Please ensure that you have supplied us with the postcode of your venue.

### • INABILITY TO APPEAR

Every reasonable safeguard is assured, however Equinox-Storm will not be held responsible should the DJ become ill and unable to appear. If possible, a replacement DJ or Disco will be sent, otherwise a full refund will be given. Under these circumstances Equinox-Storm will not be held responsible for failing to provide a disco at your function.

### • FORCE MAJEURE

In the event of circumstances outside of Equinox-Storms control affecting the performance of the contract, such as severe or abnormal weather conditions for example, Equinox-Storm will be entitled to notify the Customer and revise or cancel the contract to reflect the changed circumstances and the Customer will accept such changes.