



Terms & Conditions

1 – Booking details

- 1.1 - The Client shall ensure that all details given of the venue are correct and if Scorpion Disco inspects the venue & finds any differences Scorpion Disco will report to the client to resolve this matter.
- 1.2 - There will be adequate set up time available usually 90 minutes before the start time of the event and 60 minutes after the event to break the set down. The Client should indicate what access is available, stairs, lifts, Car parking etc. Scorpion Disco holds the right to down grade the system as they see fit if health and safety becomes a concern for item move-ability.
- 1.3 - The Client and Scorpion Disco both confirm that there is no third-party interest on the booking and no previous bookings of these dates for this event.
- 1.4 - Paying a booking fee for your event or function is a 100% binding guarantee of contract. Any non-payment could allow us to change our work schedule without prior notice.
- 1.5 - The Client has 7 days from the date this document was sent to make payment to The DJ. Your date will be held for 7 days only. After 7 days has passed and The DJ has not received the deposit payment, your date will be reopened to allow other people to book. If a booking comes from another customer after your 7 days are up and the other customer has paid a deposit, you will be informed that the date you require is no longer available. We work on a first come first served basis.

2. – Payments

- 2.1 - Paying by Cheque - If you would like to pay by cheque please make it payable to "Brendan Luesley" and write your surname and the date of your event on the back. If you wish to send the cheque via post - Scorpion Disco, Cotswold, Furnham Crescent, Chard, Somerset, TA20 1AZ. Payment Must clear before the date of the event! We will not accept a cheque on the date of the event.
- 2.2 If you send fees using the postal service, send at your own risk as Scorpion Disco accepts no responsibility for lost or damaged cheques.
- 2.3 – Once booking has been confirmed by both The Client and Scorpion Disco, a deposit has to be paid within 7 days to guarantee the booking.
- 2.4– Any remaining payment once a deposit has been settled can be paid on the night in cash or cheque (see note 2.1) No payments via PayPal after the deposit has been paid, there will be a charge for any additional PayPal transfers of 5% per transaction. This will be added to your total cost. (See note 2.5) This is to cover our losses due to PayPal charges.
- 2.5 – Remaining payment on the night must be paid in full on arrival after the invoice has been presented, Scorpion Disco holds the right to leave/refuse to set up if payment is not met.
- 2.6 - We carry a payment terminal with us in case there is a problem for any reason. This is made possible via PayPal so the same conditions apply as note 2.4. This will also be affected by phone single. If there is not accessible Wi-Fi or signal then the payment will not work.

3. – Cancellations

- 3.1 - The DJ will be holding your date exclusively for you and will turn away all other work. The

potential loss of work in the event of a cancellation is real and tangible therefore Scorpion Disco will charge a cancellation fee. This will usually be your deposit money in which is a non-refundable amount.

3.2 - Cancellations must be made in writing or by e-mail. No telephone cancellations can be accepted.

3.3 - Should the event be cancelled for reasons entirely beyond The Clients control then the booking fee will be returned in full or a new date set if required?

3.4 - The DJ will try to fulfil its obligations in the events of unforeseen circumstances by any other means should this be necessary.

3.5 - Scorpion Disco will not be held responsible for an early suspension during the event. It is to the discretion of the venue personnel to make a decision and Scorpion Disco will have no choice but to honour the decision. Costs lost by this will not be eligible for a refund. Please see note 4.7 for any additional information

Scorpion Disco Agrees

3.6 - Scorpion Disco agrees to protect the date and provide all services as promised unless there are unavoidable circumstances beyond his control. These are known as "Force Majeure" or "Acts of Nature" and include acts of terrorism, road traffic accident, road closure, adverse weather conditions, and industrial action or similar that prevents him from attending.

4. – Conduct

4.1 - It is the Client's responsibility to ensure that all guests conduct themselves in a proper manner at all times. The Client must be responsible for all guests and their actions.

4.2 - The Client will provide adequate supervision of its guests, including children, at the venue, and will be liable for any loss of or damage to Scorpion Disco's equipment or personnel belongings, caused by guests attending the function.

4.3 - No violent, aggressive or abusive behaviour from anyone under any circumstances will be tolerated, and Scorpion Disco reserves the right to terminate the disco at any time if any personal safety is under threat. Scorpion Disco does not take responsibility for ejecting any unwanted persons from any venue. The Client will be advised of any problems arising in this respect with any guests.

4.4 - In the event of a minors function there must be the legal ratio of responsible persons to minors.

4.5 – Scorpion Disco will act in a fully responsible attitude at all times, during Scorpions Disco's attendance to the venue, it will set up and run as requested by The Client unless the legal requirement is different which will be pointed out and stated.

4.6 – Scorpion Disco will be responsible for producing certificates of Public Liability Insurance (PLI) and Portable Appliance Testing (P.A.T). All of Scorpion Disco's equipment has all the relevant and in date P.A.T stickers fitted, Clients are welcome to ask for the location of each sticker prior to the event starting.

4.7 - Scorpion Disco will not be responsible should the venues wish to suspend the event through circumstances caused during the event, i.e. alcohol or violence. Scorpion Disco is not only contracted to the client but has to obey venue instructions also which take priority. Should the venue wish to suspend the event, Scorpion Disco can make an announcement via a microphone.

5. - Security

5.1 - The Client will be responsible for the safety and security of any theft of items of Scorpion Disco.

5.2 – Scorpion Disco is not liable for any damage on the venue; any potential hazard must be pointed out by the client or the venue staff at the time of set-up.

5.3 - The Client is also responsible for any damage to Scorpion Disco's equipment caused by any person at the event. The Client will be charged for the full cost of any repairs required. The Client will

be advised of any damage as soon as it is caused.

6. - Health and Safety

6.1 – Scorpion Disco will adhere to all rules and regulations of the HSE EAW Act 1989, to which The Client must also adhere to the above and adhere. Subject to failure to conform to the above act Scorpion Disco cannot take any further part of the event and the full amount of the event has to be paid.

6.2 - In the event of fire, flooding, public disturbance, terrorist activity or any other threat to the public, Scorpion Disco will not be responsible to help in any way or evacuate any venue or building where he is present and / or working within, unless the fire regulations for the venue specify otherwise. This would usually incur a vocal announcement.

6.3 - If you have chosen any of the following add-ons; Fog Machine, Strobe Lights. The client is held responsible that all guests attending the venue in which Scorpion Disco is attending, must be aware if any guests suffer from Asthma or Epilepsy. Scorpion Disco will not be at fault if a guest suffers from an attack caused by equipment listed.

6.4 - Should anyone need to seek medical assistance during a performance, Scorpion Disco hold the right to postpone the performance until assistance has arrived and has dealt with the medical issue. The client and guests must respect this.

7. - The Venue

7.1 - The Client will allow suitable time for the installation and dismantling, and removal of equipment (minimum of one hour). The Client also ensures that safe and adequate power is available. Scorpion Disco will ensure that any equipment that requires connection to a power source is electrically safe and conforms to the HSE EAW Act 1989, and any amendments thereafter.

7.2 - The Client must ensure that the entire venue has all relevant licensees, and conforms to all the local bye-laws as Scorpion Disco cannot perform in a venue that has not got all required licensees.

7.3 - The Client must ensure that there is adequate parking for Scorpion Disco on the night for off-loading and loading of the equipment, in a safe and secure manner. Should there be items stolen during this procedure it is the responsibility of The Client.

7.4 - If the performance start time is delayed due to the inability of Scorpion Disco to gain access to the performance area, or any other delay beyond Scorpion Disco's reasonable control, Scorpion Disco will not be liable for any refund whatsoever.

7.5 - If you are booking other entertainment (e.g... Singer, comedian, band etc.) as well as hiring ourselves, please consider & think about the amount of space available and where The Client is going to put the disco. Speaker location is usually best if it is no greater than 10 meters either side from the position of the presenter.

7.6 – Scorpion Disco also reserves the right to refuse to continue any event prior to the start should there not be sufficient floor space which would not allow the audio / lighting equipment to be assembled safely.

7.7 – Scorpion Disco reserves the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so. Scorpion Disco will be responsible for producing certificates of Public Liability Insurance and P.A.T. Testing carried out on our equipment. (See note 4.6) We will not be responsible for any damage or loss to private or public property caused by invited guests or members of the public.

8. – Refreshments

8.1 - As the DJ works very unsociable hours we ask if non-alcoholic drinks could be supplied. Please do not offer alcoholic drinks whilst our staff are on the venues premises.

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

If you are unsure of any of our terms please contact Scorpion Disco at either
scorpiondisco@outlook.com or by phone on 07703 809028