

# DIY DISCO & KARAOKE HIRE TERMS & CONDITIONS

## I) CONTRACT ACCEPTANCE

The contract is made between White Wire Entertainment or any of its subsidiaries and the person directly named on the booking confirmation form or the person accepting the booking via writing (including email).

#### 2) DEFINITIONS

- WW is an abbreviation of White Wire Entertainment
- Staff or installer means any member of White Wire Staff
- Supplier means any third party White Wire Entertainment chooses to use for service delivery
- Client means the customer hiring equipment from White Wire Entertainment
- Contract means a contract of services between WW and the client

#### 3) EQUIPMENT SUPPLY

The website images are for guide purposes only. WW will supply equipment as outlined in package details on website or better. WW will always seek to supply the best equipment (possible) with their range to match the client's requirement.

## 4) EQUIPMENT SAFETY

White Wire or its suppliers shall supply only equipment that has been properly tested for safety. A PAT certificate is available for inspection.

# 5) EQUIPMENT STORAGE

It is the responsibility of the client to ensure

that the equipment is kept in a secure and dry environment throughout the hire period. The client shall be held responsible for the theft or damage of equipment whilst it is in their care.

#### 6) PUBLIC SAFETY

WW staff shall provide a full demonstration to the client including information on the safe use of the equipment. If this advice is not provided by WW, the client must inform WW in writing BEFORE the first use of the equipment, otherwise, it shall be assumed by WW managers that the safety briefing has been given.

## 7) FEE PAYMENT – DEPOSIT

A deposit of 25% of the total booking fee is required to book any White Wire service. The equipment and its hire period shall only be confirmed upon receipt of the required 25% deposit.

#### 8) FEE PAYMENT - BALANCE

The balance must be paid in full prior to the start of the hire period. If paying via personal cheque, the cheque must be cleared prior to the start of the hire. If paying via bank transfer or online payment, the payment must be made 24 hours prior to the start of the hire. If paying via cash, payment must be made prior to the start of the hire.

#### 9) CANCELLATION BY CUSTOMER

- More than 8 weeks before the booking date = FULL REFUND
- 6-8 Weeks before the booking date = 75%
  REFUND (deposit only loss)

- 4-6 Weeks before the booking date = 50%
  REFUND
- 2-4 Weeks before the booking date = 25% REFUND
- Less than 2 weeks before the booking date = NO REFUND

# 10) COOLING OFF PERIOD

The client may cancel their hire request and receive a full refund if they cancel within 24 hours of paying their deposit. This is known as the cooling off period.

### II) CANCELLATION BY WHITE WIRE

In the event that a hire arrangement is cancelled by WW, a full refund shall be issued to the client, except for in the case of Royal Demise, National Mourning, Fire, Epidemic, War, Act of God, Strikes, lockout or by reason of order of any Licensing or Public Authority (together a "Force Majeure" event)

#### 12) CANCELLATION - FORFEIT OF USE

When a booking has been formally cancelled, and that cancellation accepted by both parties, the client forfeits any rights to use that Equipment on that date, irrespective of deposits or cancellation charge paid or due.

# 13) CLIENT PERSONAL IDENTIFICATION

The client must present two forms of ID prior to the commencement of the hire. One of these must be a primary form of ID (such as a passport or photo driving licence), the other should be a proof of address ID documents (such as utility bills). The ID must be for the person named on the hire document.

#### 14) EQUIPMENT OWNERSHIP

All hired equipment will remain the absolute property of White Wire Entertainment always, even if the hire fee should exceed the total value of the item(s).

#### 15) EQUIPMENT CARE (CLEANLINESS)

The client shall return the hired item(s) in the same (or better) condition of cleanliness as which it was hired. A charge of £75 per item is chargeable for cleaning.

#### 16) CLIENT LIABILTY

The client is responsible for the repair or replacement of any equipment damaged whilst under hire. The client is responsible for the replacement of any equipment lost or damaged

whilst under hire. White Wire Entertainment will charge for the full replacement or repair of equipment as necessary if it should be damaged, lost or stolen during the period of the hire.

# 17) DAMAGED/LOST/STOLEN EQUIPMENT

Any equipment damaged, lost or stolen during the hire period will remain on hire and chargeable at advertised prices until either: All repairs are complete and paid in full, or the equipment has been replaced by the hirer paying for the replacement of all lost, stolen or damaged equipment and the equipment once again becomes available for hire.

## 18) POST HIRE INSPECTION

Where possible, White Wire will inspect equipment immediately after the hire and confirm in writing within 24 hours the outcome of the inspection. Where the inspection cannot take place immediately, WW will inspect the equipment within 72 hours and the 'on hire' status will be put on hold pending the outcome of the inspection. Where the inspection does not take place within 72 hours through the fault of WW, the client is relinquished of all liability and it is assumed the equipment is returned in an acceptable condition.

#### 19) ON SITE INSPECTION

WW has the right to inspect equipment on hire at any time.

# 20) RESPONSIBILITY OF USE

The hirer assumes all responsibility of equipment use and uses the equipment in line with the manufacturers intentions and guidelines. WW does not accept responsibility for inappropriate or ill thought out use — examples are (but not limited to):

- Fog machines setting off fire alarms or sprinkler systems
- Snow/Bubble residue becoming a slip hazard or damaging material
- Use of strobe lights or lasers without adequate warning.

#### 21) PHOTOGRAPHY AND PUBLICITY

WW may take photographs of any event and persons attending an event where WW equipment is in use and subsequently edit and use the images for publicity, promotion and demonstration purposes both online at www.whitewire.co.uk or on physical media such as posters, postcards and brochures.

## 22) VARIATION

If any of these terms and conditions is found to be invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining terms and conditions which will remain in full force and effect.

## 23) COMPLAINTS

Where a client wishes to make a complaint, all complaints must be made in writing and received by White Wire no more than 7 days after the hire period clearly stating the nature of complaint and where WW is deemed to be at fault.

# 24) LEVEL OF LIABILITY

In the unlikely event of unsatisfactory or faulty equipment, the liability of WW shall not exceed the individual fee payable for the specific hire charged for the individual item for the specified hire period.

## 25) DEPOSIT PAYMENT

White Wire reserves the right at any time and without notice to request a security deposit payment for the hire of equipment where it is felt there may be an additional level of risk. Such deposits will be repaid immediately upon satisfactory completion of the post hire inspection.