PRESCOTT ENTERTAINMENT

By agreeing to book DJ and Entertainment services from Prescott Entertainment, you automatically agree to the following terms and conditions that Prescott Entertainment undertakes to provide you with the best service, on the dates and times agreed by Prescott Entertainment and yourself, the customer. The following terms and conditions automatically apply to all bookings carried out by Prescott Entertainment.

These Terms and Conditions are in place to ensure the fun and enjoyment of you and your guests and the safety and wellbeing of Prescott Entertainment staff.

- -Details of the event, including the fee and deposit (if applicable) will be confirmed by Prescott Entertainment in writing (usually via email) once a booking request by the client has been made. Unless otherwise stated, the fee assumes set-up will take place immediately before the service of Prescott Entertainment is due to commence.
- -Confirmation of the booking will be provided in writing (usually via email) unless stated otherwise. It is important that you check the details of this booking confirmation carefully and inform us immediately if there are any errors as it forms the basis of the amount charged and the service to be provided. Prescott Entertainment will not take any responsibility for errors in the booking confirmation and will assume all details are correct unless stated otherwise by the client in writing.
- -Prescott Entertainment will hold the performance time for you from the agreement date and therefore will continue to turn away other work. The potential loss of work Prescott Entertainment is real and tangible. If cancelled 90 days or less before the booking the deposit payment will not be reimbursed by Prescott Entertainment. If cancelled 7 days before the event or less the full booking amount will be charged.
- -All Bookings (unless otherwise stated in writing) operate on a deposit and final payment system. Prescott Entertainment would appreciate if any deposits were paid as soon as possible by the client to confirm the booking. The final payment for your event will be due 7 days before your event. The final payment must be made before any performance can begin or any service operated. Deposit and final payments can be paid via BACS and these payment details will be on your invoice. Please note that failing to pay your deposit or final payment before the event may result in your booking becoming void and Prescott Entertainment staff will be unable to for-fill the booking. This will be the full extent of our liability.
- -When booking a DJ with Prescott Entertainment we will supply you with a music requests and information form where the client can write down all key requests and details for the event. It is important this form is sent to us so we can ensure the DJ service is sculpted around your music requirements. This form must be sent to us before the event with a minimum time of 2 weeks before the event which allows us time to prepare for the performance. Failure to send Prescott Entertainment your requests and requirements may mean we cannot feature them in the performance.
- -If any event must be cancelled due to a third-party situation/problem out of both the clients and Prescott Entertainment's control we will do our absolute best to work with the client to find a new date for the event that suits both the client and Prescott Entertainment. Prescott Entertainment will move the deposit from the original date over to the new date.
- -A minimum clear floor space for Prescott Entertainment is required of 3 metres x 2 meters with a head height of 3 meters. As a working area, a solid, stable base must be always provided. A minimum of 1 x 13-amp power sockets must be available within 8 meters of the set-up area. If other additional entertainment is booked, adequate floor space must be available. If these requirements cannot be met the client must inform Prescott Entertainment before the booking takes place in writing. Failing to let us know may result in the cancellation of the service. This will be the full extent of our liability.

- -Should smoke machines be required, it is the client's responsibility to obtain prior written consent from the venue management unless the event is taking place in an outdoor venue.
- -It is The Clients' legal responsibility to comply with and ensure that current Health & Safety regulations are in place. A safe electrical supply must be provided. All outside settings (Marquees/Outbuildings) must be dry, undercover, and made safe for electrical use and insulated from the ground.
- -If the venue/location requires a music license for the performance of live music and entertainment (such as a PRS license) it is the responsibility of the client to ensure this is in place at the venue for the event. As per music licensing laws it is up to the venue to hold the relevant licensing and not the performer/service provider such as Prescott Entertainment.
- -Prescott Entertainment reserves the right at any time from the point of booking to alter the staff and/or DJ attending the event for Prescott Entertainment even if it is stated on the booking email. Although a rarity this may be done to ensure the best performance possible for the client is delivered by Prescott Entertainment or other personal factors such as sickness may result in changes to the staff/DJ attending the event. All Prescott Entertainment staff/DJs are highly experienced in the entertainment industry so a staff change will have no impact on the performance delivered. We will do our best to inform you in writing of any staff changes beforehand.
- -In the very highly unlikely event of Prescott Entertainment being unable to perform or operate a service due to unforeseen circumstances such as illness or any other unavoidable emergency, we endeavour to arrange a suitable replacement straight away however this is not 100% guaranteed. In this scenario Prescott Entertainment will deliver a full refund of both the deposit and final payment to the client.
- -If at any time before or during the operation of our services Prescott Entertainment judges that the working area and/or scenario is unsafe or wholly unsuitable for services (which also includes venue access) we reserve the right to cancel the performance/service with immediate effect. In this circumstance there will be no refund given unless stated otherwise by Prescott Entertainment in writing. This will be the full extent of our liability.
- -No other persons, performers or guests are permitted to use any of the sound, lighting or DJ equipment supplied by Prescott Entertainment. Should any persons be seen using our equipment without the consent of Prescott Entertainment we reserve the right to immediately cancel the performance. In this circumstance there will be no refund given unless stated otherwise by Prescott Entertainment in writing. This will be the full extent of our liability.
- -The client is responsible for the conduct of all persons attending the event. We reserve the right to terminate the performance immediately should any physical/verbal abuse, intimidating actions or harassment be made towards any of our staff. This includes our DJs, technicians, dance floor fitters and magic mirror operators. Under these circumstances no refund will be given. This will be the full extent of our liability.
- -If performance time is requested more than that agreed, this would be at the discretion of Prescott Entertainment and subject to additional fees charged at our overtime rate. Any additional fees must be paid in cash in advance of the extra services being performed. All requests for additional playing time must be cleared with the venue management team beforehand.
- -Any delayed set up time and subsequent delayed start time due to the overrun of any prior proceeding, or of situations outside of our control will not warrant any extension of the stated finishing time or any fee reduction. This will be the full extent of our liability.

- -During your event we may take photos and/or videos relevant to the marketing of Prescott Entertainment. These photos, films or any written feedback may be used on our website and/or social networking sites linked to Prescott Entertainment. Please inform us in writing if you do not consent to Prescott Entertainment using the photos, films and/or written feedback in this manner.
- -Strobe lighting, laser effects, smoke effects, and confetti may be used during the service of Prescott Entertainment. Prescott Entertainment will not take any responsibility for any damage to the venue and/or location using these effects. Furthermore, Prescott Entertainment will take no responsibility for any injuries, personal damage and/or death using the effects listed. If you wish for any of the listed effects to not be used during the performance, you must inform us in writing before the event.
- -Prescott Entertainment will not take any responsibility for any damage caused by our equipment being moved in or around the venue/location. Furthermore, any personal injury (no matter how severe) involving the transportation of our equipment in or outside the venue will not the responsibility of Prescott Entertainment.
- -In the event of any of our staff testing positive for COVID-19 before your event then we will endeavour to find a suitable replacement for the staff member. Prescott Entertainment will not allow any staff members to work if they have a positive COVID-19 test result.
- -Prescott Entertainment will not take any responsibility for damage to persons, property or the venue of the event involving the setup, transportation, operation and takedown of our equipment and services. When booking with Prescott Entertainment the client understands that they take full responsibility for any damage (to personal property or the venues property) and/or injury, no matter how severe, to guests, personal property of guests or the venue, the venue itself or any other third-party members. Any claims of damage or injury to personal property, staff, guests, or the venue itself will be the full liability of the client that made the booking and not of Prescott Entertainment. Prescott Entertainment will not take any responsibility for any incidents of loss of limb or death involving the operation, transportation, use of, or take down on any of our equipment of services.

Please note that the following Terms and Conditions apply to all Dance Floor bookings:

- -When booking a dance floor from Prescott Entertainment the client understands the dance floor will not be collected straight after the event (unless stated in writing and mutually agreed) and instead will be collected the following day. It is the responsibility of the client to inform the venue of the collection and drop off times of our dance floors. We will confirm with you (the client) when the dance floor will be fitted and collected and as the client you must ensure the venue has this information. Once the drop off and collection times of a dance floor have been set they cannot be changed and any third party issues this may cause will be the sole responsibility of the client and not Prescott Entertainment.
- -If we believe the area/setting for the dance floor is unsuitable for any of our dance floors we may have to cancel the fitting of the floor. In this circumstance we cannot guarantee a refund. This will be the full extent of our liability.
- -All guests and participants at an event that includes one of our dance floors use the dance floor at their own risk. Prescott Entertainment will not accept any responsibility for any injury of persons or damage to personal property involving the use of one of our dance floors. Prescott Entertainment holds the relevant Public Liability Insurance for us to be able to offer dance floor hire services.
- -Prescott Entertainment staff will do all they can to ensure the safety of guests using the dance floor and maintains the right to cease the use of the dance floor if there is a clear risk to any participants at the event. Prescott Entertainment will ensure the area where the dance floor is setup is suitable for use.
- -Any damage due to misuse such as major spillages, gouges in the floor which result in panels needing to be replaced outside of normal wear and tear will be the responsibility of the hirer to cover the cost of replacement.

- -Prescott Entertainment will not take any responsibility for damage to persons, property or the venue of the event involving the setup, transportation, operation, and takedown of our dance floors. When booking with Prescott Entertainment the client understands that they take full responsibility for any damage and/or injury, no matter how severe, to guests, personal property of guests or the venue, the venue itself or any other third-party members.
- -Prescott Entertainment staff will do all they can to make the dance floor area as safe as possible however the client understands that guests or participants use our dance floor at their own risk. Prescott Entertainment will take no responsibility for any damage (to personal property or the venues property), injury, loss of limb or death involving one of our dance floors or any other service that we operate. All participants use our dance floors freely and by choice and understand the risks of using our dance floors, Prescott Entertainment takes no responsibility for any guests or participants as they enter, exit, or use the dance floor. Any claims of damage or injury to personal property, staff, guests, or the venue itself will be the full liability of the client that made the booking and not of Prescott Entertainment.

Please note that the following Terms and Conditions apply to all Magic Mirror Photo Booth bookings:

- -Prescott Entertainment will always supply a fun and entertaining Magic Mirror Host to help guests get the most out of the Magic Mirror. To ensure the safety of all participants at our events guests will only be permitted to use the magic mirror when the mirror host in present. If guests are found to be using the magic mirror without a mirror host present and without the consent of Prescott Entertainment may lead to the immediate cancellation of the service without a refund. This will be the full extent of our liability.
- -Any deliberate damage to the Magic Mirror Photo Booth caused by participants at the event will be the responsibility of the client that booked the event. This also includes the deliberate damage or taking of our Magic Mirror props. If Magic Mirror props are deliberately taken or damaged by guests it will be the responsibility of the client to fund the replacement of these props.
- -Any damage to the venue and/or personal property caused by the transportation, setup, operation or take down of the magic mirror will be the full responsibility of the client. This will be the full extent of our liability.

Please note that the following Terms and Conditions Apply to all Silent Disco bookings:

- -All equipment provided including headphones; transmitters; flight cases; storage containers; cables are to be stored securely and returned in the same condition as they were on delivery. The client will be responsible for all equipment once the silent disco begins and it will be the responsibility of the client to replace any damaged equipment.
- -Prescott Entertainment carry out checks and maintain all equipment before use but in the eventuality that damage occurs in transit or dispatch, you will not be charged for any equipment that doesn't work on arrival. You therefore agree to familiarize yourself with the equipment prior to the start of your event and report damaged items or incorrect number of headphones before the stated event times. Prescott Entertainment reserve the right not to issue refund if nothing is reported.
- -All bookings are to subject to a 50% holding fee. If any headphones are missing or severely damaged (unusable) you agree to pay us a subsidised replacement cost of £30 per headphone and £49:50 per transmitter.