Ace Beats

# Terms & Conditions

The following terms and conditions apply to all bookings.

## BOOKING PROCESS

* 1. When a booking enquiry is made it will be placed under a temporary notice.
  2. We reserve the right to accept other bookings for the date in question after one week or until the deposit is paid in full.
  3. To confirm a booking and secure the date, you must pay the deposit in full.

## PAYMENTS

* 1. All booking balances must be paid within two weeks of your event.
  2. If payment has not been made by the day of your event, we reserve the right to not attend and charge you for the full amount.
  3. All deposits are non-refundable.
  4. By paying the deposit you agree that you are making a confirmed booking and entering a contract, which carries your acceptance, in full of these terms and conditions.
  5. We reserve the right to amend, alter or correct any advertised prices or promotions on the website and printed media without any prior notice.

## CANCELLATIONS & DATE TRANSFERS

* 1. It is solely your responsibility to inform us as soon as you cancel your event, and we may charge a cancellation fee.
  2. The booking fee (deposit) is non-refundable in the case of any cancellations from the time of booking.
  3. You may be able to transfer a date, should you wish but this is subject to our availability and discretion.
  4. A 30% balance fee is required for any date transfer within ONE year of the original event, this is non-refundable.
  5. The remaining 70% balance payment is subject to the terms laid under ‘Payments’ above.
     1. Cancellations more than 4 months = 0% of the final balance (booking fee non-refundable).
     2. Cancellations less than 3 months = 50% of the balance (booking fee non-refundable).
     3. Cancellations less than 2 months = 100% of the balance (booking fee non-refundable).

## ACCESS TO PERFORMANCE AREA

* 1. We require access to the function room at least one hour prior to the start time to set up the equipment.
  2. It is the client’s responsibility to inform the venue that we can only set up in a limited window of time which will relate to access to the performance area and the optional extras you may have chosen.
  3. The client will ensure that a parking space is allocated to your DJ for the duration of the engagement (including time to load and unload equipment), as close as possible to the entrance nearest to the designated setting up area in the performance area.
  4. Ace Beats shall not be liable for any additional charges levied to the client by the venue in relation to equipment set-up and equipment take-down timescales.

## MINIMUM PERFORMANCE AREA REQUIREMENTS

* 1. It is the client’s responsibility to ensure that the function room is equipped with at least two standard 240-volt, 13-amp electrical sockets for the DJ’s sole use, within 10 meters of the proposed set up area.
  2. In the event of engagements held outside, or in a marquee, the client will also ensure that the supplied electrical power is 100% safe, fully regulated and impossible to be shorted by ingress of water.
  3. The client will also ensure that the set up/performance area for your DJ is completely waterproof.
  4. Your DJ reserves the right to suspend the engagement if the performance area becomes unsafe in any manner.

## PHOTOGRAPHY, VIDEO & DATA COLLECTION

* 1. We reserve the right to take photos and video the event. This will be very sparingly or in most cases not at all.
  2. Video and photos may be used for promotional purposes only and displayed online and in printed and social media.
  3. You are more than welcome to have copies after the event, when requested.
  4. If you wish to protect your privacy, then this is of course no problem at all.
  5. If requested on booking, then no photos or video will be taken.
  6. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.
  7. These terms and conditions should be read alongside, and are in addition to our policies, including our privacy and cookies policy ([www.iubenda.com/privacy-policy/34323078/legal](http://www.iubenda.com/privacy-policy/34323078/legal)).
  8. We are a Data Controller of the personal data we process in providing the services and goods to you.
  9. Where you supply personal data to us so we can provide services to you, and we process that personal data while providing the services to you, we will comply with our obligations imposed by the Data Protection Laws:
     1. before or at the time of collecting personal data, we will identify the purposes for which information is being collected.
     2. we will only process personal data for the purposes identified.
     3. we will respect your rights in relation to your personal data.
     4. we will implement technical and organisational measures to ensure your personal data is secure.
  10. For any enquiries or complaints regarding data privacy, you can email: dpo@acebeats.co.uk.

## PUBLIC LIABILITY

* 1. We have full public liability insurance covering us for £10,000,000.
  2. We are not however, liable in any way for any injuries that may occur to third parties due to the actions of the client, guests, customers, or staff. This may include, but is not restricted to inebriation, use of drugs or other (self) abusive actions.

## SOUND LIMITERS OR VENUE IMPOSED SOUND LIMITATIONS

* 1. It is the client’s responsibility to inform the DJ if the venue has a sound limiter or any other venue sound-imposed enforcements.
  2. We will endeavour to keep the noise levels below that level and the client agrees that there shall be no recourse against your DJ should levels be accidentally exceeded.

## PROFESSIONAL CONDUCT

* 1. We will behave in a proper and professional manner during the engagement, and will respond favourably to requests regarding volume, music and any other reasonable requests made by the client, guests, customers or staff.

## MUSIC SUGGESTION LISTS

* 1. We take suggestions of music from yourself and from guests prior too or on the night of your event. This is so that we can formulate an idea of what music you personally prefer, and we will always try our best to play that music, but not all the tracks will be played, and, in some situations, we may only play a limited number of tracks if it means that more of your guests will dance.
  2. We also reserve the right to use our professional judgement on the night with regards to requests.

## DAMAGE TO EQUIPMENT

* 1. Unless given permission no guest/member of staff may use or move any equipment belonging to the DJ.
  2. The client will ensure there is adequate supervision of guests, customers and staff at the engagement, and will be liable for any loss of, or damage to our equipment, vehicles or personal belongings, whether caused by the client, guests, customers, staff or any other person(s) within the outside perimeter of the venue and its car parking facilities.

## PERSONAL SAFETY / VENUE SAFETY

* 1. Ace Beats agrees to provide proof of public liability insurance and all necessary certifications as required by the venue.
  2. If we deem any persons or property to be under threat, verbally or physically, we reserve the right to terminate any services without notice and without recourse. Should this happen, no refunds will be made.
  3. Only Ace Beats staff may operate the DJ equipment and lighting. Under no circumstances may any unauthorised person tamper with, remove or attempt to use any performance equipment.
  4. We cannot accept responsibility for damage to property, or injury to persons caused directly by third party intervention and the client is liable to locate or replace any missing or stolen equipment belonging too or hired by your DJ for your function.
  5. Where the function may include guests under the age of 16 years, the client (or parent/guardian) is responsible for the behaviour and safety of any minors attending the venue. The client will always provide and maintain adequate adult supervision for guests under the age of 16 years, and Ace Beats will not be liable for the supervision of minors.
  6. Staff at Ace Beats have all been DBS checked and this certificate can be made available on request.
  7. All bookings should be taken on the understanding that the venue is in possession of the necessary PRS entertainment and liquor licenses.
  8. We are not responsible if the venue is found to be in breach of the terms of their license.
  9. Venue Owners and / or Operator Conditions:
     1. It is a condition under the Public Liability Insurance Policy that the venues which the Insured may work, have in force their own Public Liability Insurance for the duration of the Insured’s use thereof and during periods required before and after such use for setting up, breaking down, rehearsals, sound checks and any other preparations.
  10. Ace Beats will not be liable for any refund, in part or whole, where ‘we’ are late accessing the venue 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.
  11. Neither will Ace Beats be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.
  12. Where the Venue does not have its own parking facilities, Ace Beats reserves the right to pass on any additional parking fees for refund by the client.
  13. Please note that in accordance with Health and Safety laws, Ace Beats will refuse to work at venues where illegal or hazardous parking is required in order to unload a vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.
  14. We reserve the right to refuse to connect any third-party equipment to our own if we deem it unsafe and has not been PAT tested in the last 12 months.

## POST CONTRACT PERFORMANCES

* 1. Requests for extra playing time will be granted where feasible, subject to venue restrictions and the agreement of venue officials where appropriate.
  2. This decision is entirely up to the DJ and they have every right to finish at the allocated contracted time.
  3. Extra playing time will be charged at the rate of £35 per half hour to be paid in cash before the period of extra time commences.

## POST PERFORMANCE LOADING

* 1. Upon the conclusion of the engagement, we will require approximately one hour to remove the equipment, load equipment into our vehicle(s) and vacate the premises. Therefore, if the venue has a set time by which the premises must be vacated, you should set the end time of the engagement to be no less than forty-five minutes, but preferably one hour prior to this time.

## FORCE MAJEURE (forces beyond our control)

* 1. Failure to attend an event is very unlikely. In situations beyond our control (such as a car accident or serious illness) we will do our best to arrive on time or find alternative means of entertainment for you.
  2. In the unlikely event of a delay or loss of performance due to events beyond our control, rest assured that every reasonable safeguard is taken to ensure your DJ arrives on time and performs at the appropriate times stipulated for the booking.
  3. In the event of any other dispute, our liability is strictly limited to the return of the fee charged for the engagement.
  4. No party shall be liable for any failure to perform its obligations where such failure is because of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, transportation malfunctions, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic/pandemic, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.
  5. Any party asserting Force Majeure to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven, then the cancellation fees outlined in ‘Cancellations’ shall be enforceable.
  6. We reserve the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so.

We reserve the right to alter any or all the above at any time. E&OE.

Last reviewed 9th March 2021