

Terms and Conditions of Service

1. Definitions:- "The Event" refers to the private or public function that services are being provided for under this Contract, "The Engager" refers to the person(s) or organisation making the booking or promoting the Event, "The Artiste" refers to the Crew as supplied by YourPerfectNight, including but not limited to the DJ, VJ, Lighting Designers, L J, Setup Crew, Delivery Crew, Presenters, et al.
2. Intent:- When both parties enter into this agreement, it is the intent of both the Engager and Artiste to enter into a contract.
3. Venue Safety:- It is the responsibility of the Engager to take all reasonable steps by way of stipulation in booking or providing a safe venue for the Event and a safe and stable supply of electricity. Open-Air or Marquee venues must be agreed prior to the performance. A flat and level surface is required to safely setup the lightshow; a slope of any more than 1% may pose a risk to the structure and prevent assembly. Grass, Matting and some Wooden Marquee floors may need additional stabilisers to make the lightshow structures safe, in these cases it is the responsibility of the engager to make available six paving slabs or plywood slabs at least 30mm thick and 300mm square to foot-off the legs of the lightshow supports.
4. Health & Safety and Security Personnel:- Some private events do not require First Aid or Health and Safety Staff but it is the responsibility of the engager to check requirements with the Venue, local Police force and/or the HSE. If required, it is the responsibility of the Engager to ensure that an appointed Health and Safety Officer is present during the Event. The Health and Safety Officer is to ensure that all Health and Safety guidelines are followed. If required, it is the responsibility of the Engager to supply a First Aider. For more information refer to the Health and Safety Executive, see <http://www.hse.gov.uk/>. Most public Events and some private Events will require Security staff to maintain a safe environment; it is the responsibility of the engager to provide security staff to protect the Artiste and their equipment in the event of an incident.
5. Bookings Validity Period:- From the day that a Quote is issued, it shall remain valid for 30 days and YourPerfectNight will agree to honour the prices given, subject to availability. From the day that a Contract is issued, the booking will be secure for a period of 10 working days (to give enough time for the Engager to return the paperwork.) If the Signed Contract and deposit payment has not been returned within 10 working days then YourPerfectNight cannot guarantee that the booking will be secure. In the event that the Contract is returned after the 10 working day period and YourPerfectNight are unable to supply the Artiste for the event, then the deposit will be returned and the contract will be void.
6. Payment:- A non-refundable deposit and Contract is required to secure all bookings. The deposit is payable by Online Bank Transfer (BACS) or Cheque, a minimum of 21 days in advance of the Event, made payable to 'YourPerfectNight'. Credit Card, Debit Card or PayPal payments can be made by special arrangement only and will be subject to a handling charge. Until the signed Contract and Deposit has been returned, the booking is not considered to be secure. The Deposit will be approximately 25% of the total fee, then rounded up to the nearest £20 to make the balance payment a round figure.
7. Balance Payments:- The balance of the fee is payable to the Artiste on the evening of performance, strictly prior the performance commencing, and strictly by cash only. If preferred, the Balance payment can be made in advance by BACS, Cheque, Credit Card, Debit Card or PayPal payments. Credit Card, Debit Card or PayPal payments are by 21 days prior arrangement only and will be subject to a handling charge.
8. Non-Payment:- Failure to settle the balance of the fee before the Event starts, in cash direct to the Artiste, will incur a 25% Account fee and will be subject to interest payments charged monthly at a rate of 13% per month for the duration of the outstanding debt.
9. Account Payments:- Bookings can be made on an Account basis for regular customers and only by prior arrangement. Invoices will be issued on the day of the Event and the full fee is payable within 28 days of the Event to avoid interest charges of 13% per month. If invoices remain unpaid after 3 calendar months, the debt will be passed to a 3rd party Debt Handling agent who will impose a further 25% handling charge and other costs as incurred, including but not limited to charges for phone calls, letters, visits and court appearances.
10. Cancellation:- If a booking is cancelled within 14 days of the function date, a cancellation fee of 50% of the agreed performance fee is payable. The full agreed fee is payable if the booking is cancelled with 72 hours of the performance commencing. Non-refundable deposits can be used as part or full deposits for another booking, subject to availability.
11. Changes:- The terms or schedule of this contract may not be modified unless agreed by both parties and confirmed in writing.
12. Packages:- YourPerfectNight reserve the right to substitute the equipment used in Disco packages. Equipment substitutions will be made for equipment of equal or greater specification.
13. Facilities:- Reasonable facilities shall be provided by the Engager for the Artiste including necessary tables, chairs and changing facilities.
14. Intervals:- Playing times and intervals to be agreed by both parties before the start of the performance, up to a maximum as stated by the Schedule, with normal intervals as recommended by the Musicians Union.
15. Volume:- The volume of the Artiste's amplification is to be kept to the requirements of the Engager; within the capabilities of the equipment.
16. Environment:- Should any audience members suffer from epilepsy, the use of Xenon-based lighting can be discontinued. Please discuss your requirements with the Artiste.
17. Environment 2:- It is the Engager's responsibility to ensure that the venue is prepared for any supplied effects or optional extras purchased by the Engager. Haze, smoke and Low-Fog machines require low sensitivity smoke detectors, or isolated smoke detector circuits for the function room. Foam and Snow require non-slip dance floor surfaces. Bubbles, Flame effects, Lighting, and PA require no specific preparation. YourPerfectNight is unable to offer refunds if special effects cannot be used due to the environment.
18. Non-Fulfilment:- Every reasonable safeguard has been made to ensure that non-fulfilment is avoided. If both parties are in agreement under contract by signing a contract confirmation form, then fulfilment is assured.
19. Access:- Reasonable access to the Venue for the Artist is to be ensured by the Engager. Unreasonable access routes to the performance area must be agreed prior to the performance. Reasonable access implies less than 20 meters level travel from load bay to stage area.
20. Damages:- An Agent cannot be held responsible for damages to any persons or property caused by an employed Artiste; the Artiste accepts this responsibility. Should any damages occur to the Artiste's persons, property, vehicles or equipment, by the Engager, their guests, or other Event staff, the Engager is to ensure full responsibility, both legally and financially, including but not limited to the cost of replacement equipment, hire of interim replacement equipment, transport costs, medical expenses, legal costs, et al. If a Generator is supplied by the Engager (or their subcontractor) and is the cause of electrical faults or causes electrical damage to the Artistes' equipment, then the Engager is responsible to make good any such damage, including but not limited to the repair or replacement of damaged electrical equipment, and if necessary, the cost of hiring equipment for subsequent events whilst equipment is being repaired.
21. Acceptance:- It is agreed by all parties that by accepting this agreement and contract, that all conditions of service as printed above are also accepted.