

- Definitions:** "The Event" refers to the 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.
- Intent and Acceptance:-** When both parties enter into this agreement, it is the intent of both the Engager and Artiste to enter into a contract. It is agreed by all parties that by accepting this agreement and contract, that all conditions of service as printed here are also accepted.
- 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. The Engager agrees to supply sufficient space for the services booked as listed on the quote and contract. Where insufficient space is provided for the equipment the Artiste may need to reduce the service or equipment supplied accordingly, refunds on reduced services in this case are not possible.
- Power:-** The Engager agrees to supply a safe and stable supply of electricity that is capable of supplying power for all the services purchased. Power requirements are listed on quotes and contracts. An insufficient supply of electricity may prevent the Artiste from using some equipment and we may need to reduce the services or equipment supplied accordingly, refunds on reduced services in this case are not possible. The Artiste will use a test device to check the supply voltage and safety of the mains or generator feed; if the supply fails to pass the safety test or if the voltage of the supply is under 210v or over 255v or fluctuates any more than 15v in 30s then alternative arrangements will need to be made. If the electricity supply is insufficient to get even the basic equipment powered then the event may not go ahead, this shall not prejudice the Artiste's right to full payment. If the Engager is supplying a generator for the event then this must be a modern and well-serviced generator capable of a stable and smooth supply. YourPerfectNight are unable to connect our equipment to generators under 5kva or building site generators, PTO Generators or open-frame portable sets due to poor power stability. If the Artiste is not confident in the 3rd party generators' ability to maintain a stable output for the duration of the event then alternative arrangements will need to be made. If alternative arrangements cannot be made then the event may not go ahead, this shall not prejudice the Artiste's right to full payment. As per the Damage Clause below, the Engager is responsible for any damage caused to the Artiste's equipment in the event of power surges or generator failure. YourPerfectNight are able to supply a full range of power distribution systems and generators for events suitable to run all our shows and any other services at your event, please see www.yourperfectnight.co.uk for more information.
- 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.
- Paperwork Requests:-** YourPerfectNight are able to supply supporting paperwork for your event including PLI, ELI, Proof of ProDub License, Health and Safety Method Statement and Risk Assessment. Requests for paperwork must be made at least 10 working days in advance of your event to the booking. If a venue or 3rd party contractor requests PLI certificates then we need a copy of their PLI. Failure to provide this paperwork may prevent the Artiste from performing but shall not prejudice the Artiste from full payment. We are not able to supply PAT certificates because we use alternative inspection and test processes to ensure equipment is safe for use. If a venue requires PAT certificates then the Engager can supply a PAT testing agent to test equipment at their cost, as it is unloaded, this may increase the setup time.
- 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 days (to give enough time for the Engager to return the paperwork.) If the Signed Contract and booking fee payment has not been returned within 10 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, the booking fee will be returned and the contract will be void.
- Payments:-** A non-refundable booking fee and signed contract is required to secure all bookings. Until the signed contract has been returned and booking fee has been paid, the booking is not considered to be secure. The booking fee will be approximately 15% of the total fee, and then rounded up to make the balance payment a round amount; certain partner venues have a larger booking fee. The balance of the fee is payable to the Artiste on the evening of performance, strictly prior to the performance commencing, and strictly by cash only. If preferred, the balance payment can be made in at least 10 days in advance of the Event through the booking office. The booking fee is payable by Online Bank Transfer (BACS) or cheque made payable to 'YourPerfectNight' or by Debit Card (Maestro, Visa or MasterCard.)
- Non-Payment:-** Unless agreed otherwise or unless this is an account booking. Failure to settle the balance of the fee before the Event starts 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.
- 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. The Engager agrees to pay all charges related to the recovery of the fee.
- Cancellation:-** If a booking is cancelled more than 14 days before the event then nothing more is payable and the booking fee will be retained as cancellation fee. If full payment has been made, then the payment will be returned to the Engager with a 25% booking fee deducted, certain venues have a larger booking fee. 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.
- Changes:-** The terms or schedule of this contract may not be modified unless agreed by both parties and confirmed in writing.
- 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.
- Facilities:-** Reasonable facilities shall be provided by the Engager for the Artiste including necessary tables, chairs and changing facilities. Refreshments and meals are not normally required for the Artiste and Crew except where the team are onsite for more than 8 hours, in which case the Artiste and crew should be included in your catering arrangements for your guests or arrangements should be made to provide a hot meal and refreshments for the DJ and Crew members.
- 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.
- Volume:-** The volume of the Artiste's amplification is to be kept to the requirements of the Engager; within the capabilities of the equipment. The use of sound limiters is incompatible with a successful event and the Artiste is unable to take any responsibility for the success of an event where the venue requires the use of a sound limiting device. Our computerised control systems are unable to connect to a sound limiter system that disconnects the power supply; the Engager or Venue will need to supply at least one 13a socket which is not governed by the use of a sound activated cut-off device. If any damage occurs to the Artiste's equipment due to the use of an audio limiter, 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, and if necessary, the cost of hiring equipment for subsequent events whilst equipment is being repaired or replaced.
- Pre-requests and Playlists:-** Music guidelines, music policies and pre-requests can be submitted by email at least 10 days in advance of the Event. YourPerfectNight are unable to guarantee any pre-requests made after this point. The Engager is encouraged to supply a maximum of 15 pre-requests to allow the Artiste some freedom with the music choice, however if the Engager wishes to specify more than 15 pre-request then YourPerfectNight requires them to script the track choice for the evening by selecting the maximum possible of 20 tracks per hour with enough choices to fill the evening, listed in order of playback. Important tracks such as First Dances should be supplied to the Artiste on CD on the evening of the event or emailed as MP3 files 10 days in advance of the Event. The DJ has the right to refuse requests on the night if they do not comply with the Engager's music policy. Requests cannot be made within 45 minutes of the end of the Event.
- Harassment and Abuse:-** YourPerfectNight have a zero tolerance policy on harassment and abuse, our staff have the right to do their jobs in a safe environment and any instances of threatening behaviour, physical or verbal abuse or harassment of any kind will not be tolerated, this includes harassment through frequently repeated song requests and drunken behaviour that may cause a risk to the Artiste. Should any such instances occur the Artiste will liaise with the Engager to resolve the issue but YourPerfectNight reserve the right to end the event immediately should any issues reoccur. If an event is ended in these circumstances then this shall not prejudice the Artiste from full payment, including any payment for additional time or services agreed at the event.
- Environment:-** Should any audience members suffer from epilepsy, the use of Xenon-based lighting can be discontinued. Please discuss your requirements with the Artiste.
- Special Effects:-** Haze is used at every event to create atmosphere and make best use of the lightshow. If the venue do not permit the use of a haze machine then your lightshow will not appear as effective as shown in our promotional material. 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, Snow and Bubbles machines are supplied on dry-hire terms only and are for operation by the Engager only, no liability for their use is accepted by the DJ or Your Perfect Night and our PLI does not cover their use by the DJ. Flame effects, Lighting, Lasers, and PA require no specific preparation. YourPerfectNight is unable to offer refunds if special effects cannot be used due to the environment.
- Non-Fulfillment:-** Every reasonable safeguard has been made to ensure that non-fulfilment is avoided. If both parties are in agreement under contact by signing a contract confirmation form, then fulfilment is assured.
- Late Starts and Timing Changes:-** The Artiste and crew will not be held responsible for the late-start of an event where other factors have caused delays, e.g. where photographers, caterers, venue staff, et al, cause delays. The setup of our shows requires skill and concentration so it is not possible to reduce the setup times in order to catch up with an event's schedule. Early starts and morning setups can be pre-booked with the event office and will be added to your order. Where the Engager agrees an earlier start or setup time with the Artiste then YourPerfectNight reserve the right to invoice the Engager for the additional time at £15 p.h. and the Engager agrees to pay this invoice on receipt. Extensions to an event can be negotiated directly with the Artiste on the evening and paid in cash direct to the Artiste, guideline prices are £30 per half hour or part thereof. Should the Engager agree an extension with the Artiste and fail to pay the artiste directly during the event, then YourPerfectNight will invoice the Engager for the additional time and the Engager agrees to pay this invoice on receipt. Failure to settle invoices for additional time will be subject to the Non-Payment clause above.
- Access:-** Reasonable access to the Venue for the Artiste 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 or ramped travel from load bay to stage area with no steps or obstructions. Access routes must not be via public areas which are in use, due to the risk of injury to the public from equipment being transported. It is the Engagers responsibility to inform YourPerfectNight of any unreasonable access conditions into the venue so YourPerfectNight can provide and quote for staff accordingly. If we are not made of unreasonable access routes and therefore appropriate logistics staff are not included on the booking then the Artiste will arrange for additional staff to attend the event at the expense of the Engager. Additional staff members are charged at £25 per person per hour for a minimum of four hours, plus transport costs. Due to travel and diary commitments, it can take up to 4 hours for additional logistics staff to become available so this may have an impact on the start time of the Event. In this event then the Engager is welcome to supply additional staff themselves to aid with the loading and unloading of equipment; these staff members should be appropriately fit for the task of transporting equipment and the Engager is responsible for their Health and Safety. Should the Engager's appointed staff not be available at the end of the event to assist to remove the equipment then the Artiste will book additional staff at the expense of the Engager. The Engager will also be liable for the crew's time used waiting for additional logistics staff to arrive on site. This time and any additional staff costs will be invoiced to the Engager following the event and the Engager agrees to pay this on receipt of invoice. Failure to settle invoices for additional time will be subject to the Non-Payment clause above.
- Damages:-** Should any damages or losses occur at the venue to the Artiste's persons, property, vehicles or equipment (or that of their staff/crew), by the Engager, their guests, other Event staff, 3rd parties, or by the electricity supply, then 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, and if necessary, the cost of hiring equipment for subsequent events whilst equipment is being repaired or replaced. The Artiste accepts full responsibility for damages to any persons or property caused by the Artiste or their staff/crew.