

ShockWave Kent Terms & Conditions

THE AGREEMENT

The client engages ShockWave Kent (hereinafter also referred to as the “service provider”) to undertake the services set out in the booking information and invoice document (hereinafter referred to as the “booking information”) and the service provider agrees to provide the services in return for the service fee in accordance with the booking information.

FEES & PAYMENT

The service provider will indicate the preferred payment methods for any payments on the booking information.

Important: ShockWave Kent requires a 50% deposit to be paid to secure a booking. The deposit is due no later than the date shown on the booking information. Without receipt of the deposit, the booking is not confirmed. Receipt of the deposit ensures not only that the client has confirmed the booking but that **the client has read, understood and agrees to this document of terms and conditions.**

The 50% deposit reservation fee as specified on the booking information must be paid by the client, by the due date to secure any booking. Out of this 50%, a 10% portion is to be non-refundable, and the 50% also becomes non-refundable 7 days before the event.

The client hereby acknowledges that on booking the services, the service provider reserves the relevant hours/days, rejects all other works and embarks on preparation, etc. Therefore, the client may cancel or amend this agreement prior to the commencement date, such cancellation or amendment shall be subject to giving written notice to the service provider and the client shall be liable to pay the following fees:

Cancellation notice period	On cancellation the service provider shall keep
8 days or more prior to the event date	The 10% non-refundable deposit.
7 days or less prior to the event date	The full 50% deposit.

The service fee will cover the services as the number of hours performed. Any time over and above the services will be charged at the service provider’s overtime rate, which is detailed on the booking information. If the performance has already started, then this must be paid in cash to the service provider prior to the start of the overtime period.

If the client delays completion of the services to a point where it becomes impossible or unreasonable for the service provider to perform due to an act or omission, then the service provider reserves the right to charge the full 50% deposit.

SERVICE PROVIDER’S OBLIGATIONS

In the highly unlikely event of the service provider being unable to appear for any reason, the service provider reserves the right to fulfill its obligations by arranging for a suitable alternative to appear in its place so that the function can proceed.

The service provider and his/her assistants will conduct themselves in a professional manner at all times and will responder to the client’s requests as to volume, placement of equipment and any other reasonable matter.

The service provider will use reasonable endeavours to complete the services in accordance with the booking information and to observe all health and safety rules and regulations and other reasonable security requirements that apply at the venue and that have been communicated.

CLIENT'S OBLIGATIONS

The client shall be liable to pay to the service provider, on demand, all reasonable costs, charges or losses sustained or incurred by the service provider (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the service provider confirming such costs, charges and losses to the client in writing.

The client will where practicable ensure that there is adequate access to the performance area and parking nearby for the duration of the performance at no charge.

The client must ensure that the service provider has access to at least two, safe and serviceable 13amp standard UK 230v sockets, preferably more, within 15 meters of the service provider's working position or performance area. If the client cannot guarantee any of the above, then they must immediately notify the service provider.

The client will allow the service provider sufficient time for any equipment to be set up, dismantled and removed from the venue.

In cases where the service provider's equipment has been left unattended for any period there is not right for the client, the client's guests or any other person to use such equipment without prior written/verbal consent.

The client and the client's adult guests are responsible for their own behavior and for safeguarding the DJ and all equipment against theft, damage or other risks from the moment of arrival to the moment of final departure.

The service provider reserves the right to work in a non-hostile environment. Abusive behavior towards the service provider and assistants will not be tolerated and will result in the immediate termination of the performance. In such cases no refunds will be given and the full fee amount will be due.

LIMITATION OF LIABILITY

The services may contain loud music and/or strobe lighting. The service provider shall not be liable for any injury resulting from the provision of the services save that this clause shall not exclude or limit the service provider's liability for:

- Death or personal injury caused by the service provider's negligence; or
- Fraud or fraudulent misrepresentation.

The service provider has obtained insurance cover in respect of its own public liability indemnity for individual claims not exceeding £10,000,000 per claim. The service provider's liability is therefore limited to £10,000,000 and the client is responsible for making its own arrangements for the insurance of any excess loss.

FORCE MAJEURE

Neither the service provider nor the client shall have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement, which result from circumstances beyond any reasonable control.

INTELLECTUAL PROPERTY AND DATA PROTECTION

From time to time the service provider may take photographs or video at events. Unless expressly forbidden by the client, the client is deemed to have agreed to such photographs and video being taken and used to promote the business of the service provider.

GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).