

ATOMIK STANDARD TERMS AND CONDITIONS OF HIRE – REVISED SEPTEMBER 2007 (Unless subject to specific contract)

1) DEFINITIONS

"We", "Us" & "The Company" shall be Atomik Discotheques
"Hirer", "You" & "Client" means the person, firm, company or other entity to whom the Booking Confirmation Form/Hire Agreement is addressed to.

2) HIRING AND BOOKING PROCEDURE

All bookings must be confirmed in writing. On receipt of your booking details (via telephone, fax, email, etc) we will post out to you written confirmation of your booking, detailing all relevant information, allowing you to check that all your details are correct before we fully process your booking. We will require your signature on our copy of the booking form/hire agreement and for it to be returned back to us by the specified date on the hire agreement.

3) PAYMENT TERMS

We operate a no deposit with booking system. Hirers should not abuse this system as it can lead to premature non-availability arising and unnecessary administrative burdens. However, full payment is due no later than at the beginning of the hire - payable in cash only.
We regret we no longer take cheques as full payment on the day of hire. If you would like to pay us by cheque then we would need to be in receipt of your cheque at least 10 working days prior to the date of your hire to allow your cheque to clear through the banking system. You would also have to advise us that this is your intended method of payment prior to us sending out the written confirmation of your booking, thus avoiding any misunderstanding. Otherwise all monies due must be paid in cash. VAT is not applicable to our price(s).

Account Customers (subject to approval)

Payment terms will be applied to each individual date. We will bill all account customers on a week-ending basis. Our working week is Monday – Sunday. We will invoice you on the Monday immediately after the prevailing week. We will expect all monies due to reach us within, and no later than, seven days from our invoice date. Failure to comply will seriously jeopardise the future supply of our services.

4) CANCELLATION TERMS

All clients must adhere strictly to our Cancellation Terms as stated below. Failure to comply will seriously jeopardise the future supply of our services.

Cancellation notice: In the event of a cancellation the following will apply.

- 1) Hire cancelled out with 1 calendar month from starting time - no charge.
- 2) Hire cancelled more than 168 hours (7 days) but within 1 calendar month from starting time - 25% (quarter) charge payable.
- 3) Hire cancelled within 168 hours (7 days) from starting time - 100% (full) charge payable.
- 4) Postponement (re-scheduling) of a hire can only be accepted out with the cancellation period, otherwise cancellation terms apply.

Christmas Period - Last Monday in November to second Sunday in January.

The Hirer's attention is drawn to cancellations in the above period. This period is subject to an extended cancellation notice.

- a) All bookings for the above period must be confirmed by no later than October 31.
- b) Any bookings NOT confirmed by October 31 will be cancelled.
- c) No provisional bookings will be accepted within this period.
- d) Swapping dates within the Christmas period can only be accepted subject to availability, otherwise cancellation terms will apply.
- e) Reinstated dates can only be accepted subject to availability.
- f) New dates accepted for the Christmas period after October 31 are subject to cancellation terms.

Cancellation of any individual date within the Christmas period is subject to the following:

- g) Hire cancelled after October 31 and more than 336hours (14 days) from starting time - 50% (half) charge payable.
- h) Hire cancelled within 336hours (14 days) from starting - 100% (full) charge payable.

5) SUPPLYING & DELIVERY OF EQUIPMENT

We normally set up equipment 30 minutes prior to the start of an event and remove it when the event has finished.
The hirer & third party hirers will be responsible for the safety and security of all our equipment left for their hire as per clauses i – iii as stated below. This includes tampering with and theft of equipment. It is strictly forbidden for anyone else other than a person authorised by Atomik to use or move our equipment without our express permission. Failure to comply will seriously jeopardise the future supply of our services.

- i. When a hirer wants equipment to be set up earlier: more than 30 minutes before start time.
- ii. When the hirer wants equipment left within a venue to facilitate a contract run or other.
- iii. Third party hirers: It is the responsibility of 3rd party hirers to ensure that their clients are aware of our terms and conditions of hire (copies available on request) and in particular clauses i and ii above. Should our terms be breached then we reserve the right to withdraw our services and terminate further supply. Cancellation payment as stated in 4 clauses 1 - 3 above will apply to all outstanding confirmed bookings.
- iv. All hirers should understand that it may not be possible to set up equipment immediately prior to start of an event; therefore other arrangements should be made to accommodate this. Clauses i – iii above may apply.
- v. Hirers, ensure access to the venue is available at the agreed access time. It is imperative that agreed set up/access time(s) are strictly adhered to. One van can be responsible for the delivery of several disco systems: where our DJ's can make their own way. It is the job of the van crew – technicians to set up the company's equipment and test it before they depart. Where access is denied upon our arrival (due to over running of earlier proceedings or other) to set up equipment completely, or a storage area close to our set up area can not be provided - we will, **if logistically possible**, endeavour to accommodate set up at a later time.

However we cannot guarantee this or that the hire will begin at the original start time. In this instance an additional charge of £25 (see Additional Charges VI) will be applied - local area. Other areas could be quite substantial.

Exceptions:

- vi. The hirer will not be held responsible when a "waiting time" charge has been paid to cover the whole period before start time.
- vii. When we choose to set up equipment earlier: more than 30 minutes prior to start time. This is subject to our discretion.

6) ADDITIONAL CHARGES

The following additional charges may apply to your booking:

- I. An additional charge will be applied to out of area work (non local). Price on application.
- II. A venue/location deemed to have restricted/difficult access i.e. access to venue by more than 1 floor up or down, using lifts or vehicle delivery/parking/access restrictions will incur an additional charge. Price on application.
- III. Any disco, karaoke or DJ hire finishing after 2am will be subject to an additional charge of £30 per hour, or part of.
- IV. An additional charge will be applied to outdoor work. We will only supply our services for outdoor work when we are satisfied that our specific criteria will be met. Full details and prices on application.
- V. Double rates will be applied to December 24, 25, 26 & 31 and January 1.
- VI. An additional charge of £25 (locally) will be applied when agreed access time for set up is denied and a return visit is necessary.
- VII. When a customer requests a site visit for a one off hire an additional charge of £25 will be applied locally, other areas on application.

All Hirers should note that it is always better to extend a hire in advance of the date, if it is thought that additional playing time may be required. Charges applied then would be as our normal hourly rate and subject to any surcharges as detailed in clause III above. No refunds are made for non-use of additional time. Please note if a Hirer requests additional time to be added to a hire on the day of the hire, or after the hire has commenced, additional charges will be applied and payable in cash on that day in advance of extra time being played. Depending on the location of the hire and amount of additional time requested, the extra charge for this could be quite considerable. A Hirer should not assume that we are obligated to provide extra time. Under no circumstances are we duty bound to make the DJ/Operator or equipment available for any extra time no matter the length

7) INDEMNITIES & LIABILITIES

- i. It is the hirer's responsibility to organise insurance cover for their event and for that cover be of an adequate amount to indemnify we, the company of any losses that are the result of the hirer's event.
- ii. It is the hirer's responsibility for the behaviour of individuals attending the hirer's event and for the safety of all the company's staff present at their event.
- iii. All dialogue with the company should be conducted in an orderly and civilised manner.
- iv. Insulting, demeaning, confrontational and aggressive behaviour towards the company's staff will not be tolerated. Should at any time, any member of the company's staff feel threatened, then, the company reserves the right to terminate the hire.
- v. We the company shall not be held responsible for any loss of electrical power either permanent or temporary.
- vi. The company guarantees that all its equipment will be adequately maintained and will be of a standard to satisfy the "Health and Safety At Work Act 1974": "The Provision and Use of Work equipment Regulations 1998".
- vii. The company at all times will allow adequate travelling time to fulfil their hire obligations but accept no liability for late starting due to any act of God, War, Strikes, Industrial Disputes or Accidents, Fire, Flood, Drought, Adverse Weather or other cause beyond our control. The hirer would be advised of this situation as soon as possible. The hirer then and only then would have the choice of continuing with our services at the fully agreed price or cancelling our services without cancellation charges being applied

8) WAIVER

- a) Failure by the Company to exercise any of its rights shall not constitute a waiver of these rights of any proceeding or succeeding breach of any hire agreement.

9) COMPLAINTS

- a) In the unlikelyhood of any issues arising with regard to any part of our service these will only be addressed when made in writing and received by the Company within 5 days of each completed hire.

10) PLEASE NOTE

1. Should you choose to hire Atomik, you are hiring a multiple mobile disco and karaoke company with several DJ's. It is only fair that you know how we operate. Start and finishing times are always exact with us – no extra 5 minutes! Access times are crucial to the way we operate – holding us up could result in extra costs being levied as in clause 6, VI or resulting in your hire starting later see clause 5, v. Likewise finishing times and the collection of our equipment is equally important to us.
2. All Discos, Karaoke and DJ hires are subject to availability. Equipment will be supplied in accordance with our pricing structure.
3. We reserve the right to cancel any booking when any part of its validity is in doubt.
4. Recovery for damage to equipment and any loss of earnings resulting from any misuse or negligence by hirer will be sought.
5. All hirers are extended the same courteous service without favour. However our hire bookings are operated on a first come first served basis.