

**Terms & Conditions**

**Definition**

“Client” means any individual, firm or corporate body which makes a booking with Magic Event Ltd  
“Event” means the event or events the subject of the booking agreement form

**General**

All quotations made and bookings accepted are made subject to the following terms and conditions and no addition or variation of, such terms and conditions, shall be binding unless agreed by Magic Event Ltd in writing. For removal of any doubt, the placing of a booking with Magic Event Ltd shall constitute unqualified acceptance of such terms and conditions.

**Terms and conditions of the booking**

1. Bookings are only secured on receipt by paying the deposit of £100. When deposit is paid the date and equipment's are reserved for you. By placing an order either online, verbally over the phone, via email or any other method it is deemed and understood that the client fully agrees and bound by these terms and conditions, cancellation policy's and enters into a contract with the company.
2. A deposit of £100 shall be paid by the Client to Magic Event Ltd for the booking agreement , either online , via email.
  - i. The remainder balance is due no later than 7 days prior to the Event date.
  - ii. All deposits are non-refundable and will be lost on cancellation.
  - iii. All deposits are item and date specific so any changes will result in your original deposit being lost and a new deposit being required.

**3. Cancellations**

- i. - Under UK law in general, a client has the right to cancel an order, service or product within 14 days of placing an order. However, due to the nature of our business, the hire of our products and services are exempt under the exemption of leisure service activities on specific dates. The exemptions helps protect traders with limited capacity per date and are limited in ability to resell or fill the capacity should the client change their mind. This cover includes but is not limited to performance tickets, car hire, wedding venues etc. Traders may also be able to offer the ability to cancel but at Magic Event Ltd in the case of hiring specific products, goods or service on a specific date we do not accept cancellations.

A Cancellation within 8 weeks -0% - deposit are non-refundable and will be lost on cancellation. We will pay full refund if outstanding balance has been paid in full.

A cancellation within 4 weeks - 50% of the total invoice needs to be paid

A cancellation within 2 weeks – 75% of the invoice needs to be paid

A cancellation within 1 week – 100% of the invoice needs to be paid

4. Magic Event Ltd reserves the right to cancel or suspend the provision of the agreed facilities and services if:

- i. the payment dates are not adhered to
- ii. the client, being a company, has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors
- iii. the client, being an individual, has had a bankruptcy petition against it, has become bankrupt, insolvent or entered into an arrangement with its creditors
- iv. the venue or any other key element of the Event is cancelled by the provider of the venue for the Event or another main supplier for the Event for any reason, not including default of Magic Event Ltd

5. Magic Event Ltd will accept no responsibility for any injury to Clients and their guests sustained whilst attending the Event

6. Complaints and Problems

i. - If you have any problems during the event or are unhappy in any way you must report this ASAP via phone and in writing via email in order for us to try and put this right. Any claims made after the hire period will not be accepted

7. Magic Event Ltd does not accept responsibility of the loss or damage of personal property belonging to Clients and their guests

7a. Clients may cancel a booking up to two months in advance, and will receive a full refund if paid full balance apart from deposit.

8. The Client shall be liable for any costs incurred in repairing any damage to the goods hired caused by the Client or its employees or guests. It shall be the absolute responsibility of the client to ensure the safe keeping of equipment and the hirer will indemnify Magic Event Ltd in respect of any loss or damage howsoever caused whilst in the client's possession.

9. Magic Event Ltd has full public liability insurance of £10 millions ; however personal accident insurance is not included. Clients requiring this cover should contact their own insurers well in advance

11. The Client shall keep in strict confidence all commercial know-how, which is disclosed to the Client by Magic Event Ltd or its agents or subcontractors and any other confidential information concerning Magic Event Ltd business, which the Client may obtain.

12. All materials, drawings, specifications, data or otherwise supplied by Magic Event Ltd to the Client shall at all times be and remain the exclusive property of Magic Event Ltd and shall be held by the Client in safe custody and in good condition and shall be returned to Magic Event Ltd on its request.

13. Whilst every effort will be made to ensure the provision of the facilities detailed, Magic Event Ltd cannot be held responsible for shortcomings or conditions, which may affect the Event and are outside their control. E.g. weather, acts of terrorism, fire, etc.

14. Magic Event Ltd and its subcontractors cannot be responsible for any non-fulfilment of this contract by either party, but please be assured that this engagement has been taken in good faith and every reasonable safeguard will be applied.

15. No provision of these terms and conditions or of the booking agreement are enforceable by virtue of the Contracts (Rights of Third Parties Act) 1999 by any party other than Magic Event Ltd or the Client.

16. **DANCE FLOORS**

Magic Event Ltd accepts no responsibility for any damaged caused to the flooring its dance floors are laid on. We offer an underlay service which will minimize any marks or damage and/or the client may put protective underlay down if they wish to protect his/her floor which is available on request. **No drinks** are to be allowed on to the dance floor for health and safety reasons. To insure the led dance floor works in 100% , Never Spill Your Drink on the Dancefloor ! **No drinks** are to be allowed on to the dance floor this can cause problems when drink are spill over onto floor the led dance floor can stop working.

The client will be held responsible for the conduct of his/her guests and be held responsible for any injured person/s due to drinks being spilt or glasses being smashed during the hire period. If the flooring is not suitable for our team to install the dance floor on, we reserve the right to refuse to lay the dance floor and no refund will be offered. **Please ensure the dance floor area is clear in advance of our installation team's arrival. Failure to do so could result in our team not having their full allocated time to install** and

may result in not installing part or the entire dance floor. Please ensure the ground is **flat**. In order to install our dance floors safely, we will refuse to lay on uneven ground which may cause the floor to come apart or not lock tightly together.

16a. Magic Event Ltd needs 2h for lay down the floor and clean the floor. Magic Event Ltd needs 1h to take down when collection will be made.

16b. Magic Event Ltd needs access with no stairs to be able bring led dance floor

16c. Any liquid spillages must be mopped up immediately, as they will cause serious damage if absorbed into the floors ( can also stop working ) . Client is responsible for ensuring your DJ on the evening makes regular announcements to prevent such damage.

16d. Clients are advised not to tamper with the dance floor at any time. If for any reason the dance floor stops performing then the client must contact our office for support. If we find the dance floor has been tampered with then we have the right to remove and the client will be liable for any damaged caused.

16e. The Client must be aware that it is their responsibility prior to booking the Dance Floors to ensure the size booked will fit your venue. Once at the venue the Company Magic Event Ltd will only lay a floor size big enough to cater the space provided by the venue. If this area is smaller than the floor size you are contracted to then no refund or monies back will be due to the client.

16f. As the floor is electrically controlled there may be times when the circuit is cut this will hinder the lighting control and may cause the Dance floor to stop working. If this incident occurs you must contact our office, you will not be entitled to any monies back however we will endeavor to seek out the problem and restore the floor back to working order within one hour.

16g. Furniture-Tables, Chairs or any form of furniture is totally forbidden on the dance floors. If your dance floor shorts and LED lighting goes off during your event and we have any evidence of furniture being sited on the dance floor you will be liable for damages.

16h. **Our engineer will always take photograph evidence of every dance floor once set up in working order. If your dance floor shorts during the event following evidence of fully working order once set up in place you will not be entitled to any form of refund or payment. On investigating the issue for Dance floor shortage if it is evidence any of the above incidents have occurred we the company have the right to charge you a fee to repair any damage.**

16j. **It is the responsibility of the Client to inform us if there is any load in restrictions at the venue **high steps, steep hills, no lift access**. Failure to do so may result in the dance floor not being able to access the venue if this occurs full fee will still remain applicable.**

**Clients will be liable to pay for damages to the dance floor if they do not adhere to the above terms and conditions.**

#### 17. **POWER REQUIREMENTS / ACCESS**

When booking electrical equipment, please ensure that live power points as are situated near to the performance position (unless you are otherwise advised by Magic Event Ltd). Please ensure that a sufficient performance area is provided. Please advise in advance if access is awkward i.e. stairs, long carrying distances, inaccessible drives etc, or if we are positioned on a sprung floor. Performances in marquees should be positioned off the dance floor unless otherwise agreed. Failure to provide this information may result in the refusal of your booking. Failure to provide sufficient power will result in our products not being tested and therefore take no responsibility once our team leave site for equipment that is not working as it is designed to.

#### 18. **FOOD & BEVERAGE REQUIREMENTS**

. For delivery set up and collections, our staff will not require food or beverages.

#### 19. **LATE PAYMENT INTEREST**

Payment conditions must be strictly adhered to. Once an invoice becomes overdue, we will exercise our statutory right to claim interest and compensation charges under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

#### 20. **OVERTIME FEES**

Overtime fees will be charged if the event times are extended from those stated on the booking form. Overtime will be charged per hour, or part thereof, and are payable upon receipt of our invoice at a fee of £35 + VAT per hour.

#### 21. **DISPUTE**

Any dispute shall be referred to the Standard Contract of the Variety and Allied Entertainment's Council of Great Britain. The agreement shall be governed by English law and all parties agree to submit to the jurisdiction of the English courts.

#### 22. **LIKE FOR LIKE REPLACEMENT**

During busy periods we may replace your product with a 'like for like' alternative. This is a very rare situation and we would often look to upgrade your product with a similar alternative.

23. **Dance Floor Storage** : In the case were the dance floor is required to stay in storage or at a venue over night or longer then it is the responsibility of the client to ensure the dance floor is in a safe secure

premises and that the dance floor is fully turned off on the evening of the contracted date. It is the full responsibility of the client for the dance floor whilst at the premises and the client will be fully responsible for the dance floor going missing or and damage that may occur.

24. These terms and conditions are governed by and subject to the exclusive jurisdiction of the courts of England and Wales.

Please note the following mobile number in case of emergency 24h: - **0775 737 3008**

**Company Number:** 04777377

**VAT Number:** 128 - 7269 - 0 1

**Registered Company Address:** Magic Event Ltd :Sutton Trade Park, 12 Kimpton Park Way, Sutton, Greater London SM3 9QS