

# Roll-A-Disco - Terms and Conditions

## Definitions and Interpretation

“Roll-A-Disco”, “we”, “us”, and “our” refer to Roll-A-Disco a subsidiary of Loud & Bright, Belah Cottage, Waverley Road, Carlisle. CA3 9JY

“The Equipment” shall mean goods, components, plant, machinery, vehicles, fittings, office furniture, equipment and loose tools of Roll-A-Disco and the Roll-A-Disco Vehicle or any items hired from Roll-A-Disco or any part thereof.

“The Customer”, “you”, and “your” refer to the person, firm or corporate or public body hiring The Equipment.

“Consequential Loss” shall mean any loss of profits, contracts or other consequential loss or damage whatsoever.

“The Roll-A-Disco Vehicle” or “The Roll-A-Disco Trailer” means the vehicle used to transport and house the Equipment.

“The Parties” means Roll-A-Disco and the Customer and a reference to ‘a Party’ shall mean a reference to either one of them.

“The Invoice” means any list of charges sent to the Customer with a request for payment and containing a schedule of terms and conditions for making payment.

“The Roll-A-Disco Crew” means those people engaged by Roll-A-Disco to assist in the operation of the Roll-A-Disco Trailer and the Equipment. “The Contract” means these terms and conditions and the payment terms set out in the Invoice.

“The Hire Period” means the time between the arrival of the Roll-A-Disco Trailer on site and the time of departure from the site.

“The Event” means the occasion for which The Roll-A-Disco Trailer has been hired.

“Working Day” means any day other than a Saturday, Sunday, or any day which is a bank holiday.

This agreement shall be governed by and construed in accordance with the law of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement is made only in the English language. If there is any conflicting meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

In this agreement unless the context otherwise requires:

Words importing any gender include every gender;

Words importing the singular include the plural and vice versa;

Words importing persons include firms, companies and corporations and vice versa;

References to numbered clauses are references to the relevant clauses in these terms and conditions;

Where any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation; Any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

The headings to the clauses of this agreement shall not affect the interpretation thereof;

Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

## Power to enter this Contract

The signatory to the contract warrants that they are duly authorised on the Customer’s behalf to enter into the Contract and hereby personally indemnifies Roll-A-Disco against any losses and costs that may be incurred by Roll-A-Disco if this is not the case.

Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

This agreement may not be varied except by an instrument in writing signed by the authorised representatives of all the Parties to this agreement.

## Terms of Contract

These conditions have effect in substitution for and to the exclusion of any conditions put forward by the Customer.

## Payment and Charges

The full terms of payment are set out in the Invoice. The Customer agrees to be bound by these.

A revised Invoice may be issued (and the previous one cancelled) upon agreement between the Customer and Roll-A-Disco, otherwise all prices are as stated in the invoice.

Additional costs may result if changes are made to the information provided by the Customer. You agree to meet these.

Cancellation charges: You must notify us in writing as soon as reasonably possible in the event of cancellation. If you cancel your booking with Roll-A-Disco the following charges will apply:

Where notice of cancellation is received more than 6 (six) weeks prior to the Event, you forfeit your deposit.

Where notice of cancellation is received less than 6 (six) weeks but more than 1 (one) week prior to the Event, you must pay 80% (eighty percent) of the total cost of hire;

Where notice of cancellation is received 1 (one) week or less prior to the Event, you must pay the full cost of hire.

## Customer's Responsibilities

You agree that you are satisfied with the Risk Assessment and the Health and Safety documentation provided by Roll-A-Disco.

The Customer must provide Roll-A-Disco with a minimum of two points of contact with the event organisers. The Customer will provide drinking water and toilet facilities for The Roll-A-Disco Crew and for any artists playing on the stage.

The Customer is responsible for the behaviour of all performers, staff and other attendees at the event. Roll-A-Disco will not tolerate any abusive or threatening behaviour towards The Roll-A-Disco Crew or Equipment. In the event of this occurring the event will be terminated immediately and no monies will be refunded to you.

The Customer is responsible for making safe any cross-site cable runs by covering and/or marking them. The Customer may contact Roll-A-Disco for recommendations relating to site safety. However, Roll-A-Disco accepts no responsibility for actions arising out of any acts or omissions by the Customer in preparing the site for the Event.

The Customer must inform Roll-A-Disco a minimum of one week in advance of the acts which will be attending on the stage, and the technical requirements of these acts. Failure to provide this information may result in a lower quality of lighting and sound.

The Customer is expected to have obtained a licence for the event. Roll-A-Disco may request sight of this licence upon arrival at the site, or prior to arrival by post or email. Failure to fulfil this will result in the Roll-A-Disco trailer not being used.

In the event that any person employed by Roll-A-Disco is required to attend at an event for more than four (4) hours, for any reason (whether or not pre-booked for such a duration) then The Customer shall ensure that a hot meal is provided to each and every person so employed. In the event that a hot meal cannot be provided, then The Customer hereby agrees to provide a payment of £15 per qualifying person in addition to any previously arranged fee, to cover the catering costs of Roll-A-Disco. This shall be paid in advance where the agreed duration of our attendance at the event is four hours or more; in other circumstances this shall be paid in cash on the day of the event unless otherwise agreed in writing between the parties.

For events with an overnight stay, The Roll-A-Disco Crew is usually accommodated in the towing vehicle, a caravan or tent. Therefore, if your event is of such a type, The Roll-A-Disco Crew requires 24 hour access to the Vehicle site, a toilet, and a supply of drinking water. Ideally the towing vehicle would be positioned nearby to the Roll-A-Disco trailer for convenience and security.

If this is not possible, then it is the Customer's responsibility to provide and fund alternative accommodation and transport for The Roll-A-Disco Crew.

## Copyright and Licensing

Roll-A-Disco hereby notifies the Customer that playing or showing copyright material in circumstances where you or anyone authorised by you does not hold the appropriate licence of the copyright holder will infringe copyright and you may become liable in damages for doing so.

By accepting delivery of sound, lighting or visual reproduction equipment you warrant that you have, or will obtain prior to use, any appropriate licences for running the equipment.

Unless stated otherwise, you agree that Roll-A-Disco may use video and sound recordings of your event for promotional purposes.

#### Supply of Power

The Customer is responsible for arranging a proper supply of electricity for use with The Equipment. The exact specifications of this supply are to be agreed with Roll-A-Disco. Should the power supply not be suitable, then The Roll-A-Disco Trailer and the Equipment may not be able to operate. Where power is provided by Roll-A-Disco, the Customer is exempted from this clause.

Where electricity is supplied by Roll-A-Disco, the Customer must provide full details of any articles requiring power in addition to the Equipment supplied by Roll-A-Disco. This is to ensure a safe distribution can be planned.

Roll-A-Disco is not responsible for any Consequential Loss incurred in the unlikely event of power failure. The 3kW generator which can be provided by Roll-A-Disco may not be sufficient to last the entire duration of the Event without being shut down for a refill. If this is a cause for concern it must be addressed prior to booking the use of the Roll-A-Disco generator. An alternative generator must therefore be sourced by the Customer from a reputable generator company.

#### Compatibility of Equipment

The Customer shall ensure that any equipment they supply for use by or with the Equipment and/or the Roll-A-Disco Trailer is safe and suitable for purpose.

#### Security, Loss and Damage

The Customer is responsible for the security of The Roll-A-Disco Trailer from when it arrives on site, until it leaves. This includes overnight, and during performances. The security must be adequate to keep both The Roll-A-Disco Crew and Equipment safe.

The Customer agrees to pay Roll-A-Disco the full repair costs or full retail cost (without deduction for wear, tear or age) of the trailer or any equipment lost, stolen or damaged beyond economic repair during the hire period.

Roll-A-Disco will provide the Customer with a quote for a replacement within one week and you may either agree to this quote or source your own quote within one week.

The Customer shall pay a charge at the full daily rate of hire with interest and consequential loss until the equipment is replaced.

To ensure that the Customer is satisfied with the Equipment present on The Roll-A-Disco Trailer, the Customer, or a representative of the Customer, may meet The Roll-A-Disco Trailer upon arrival to your event and check an inventory of Equipment with a member of The Roll-A-Disco Crew.

#### Termination of Hire

Roll-A-Disco is entitled to terminate the Contract with immediate effect and to repossess the Equipment at any time if a) The Customer is in breach of these terms or b) The Customer takes any steps, or if any act or proceedings are commenced, in which the Customer's solvency is in doubt (in the reasonable view of Roll-A-Disco). Such termination shall not affect the right of Roll-A-Disco to recover from the Customer any monies due under the terms of this contract.

#### Liability

Consequential Loss: Nothing in these terms and conditions shall make Roll-A-Disco liable for any consequential loss to the Customer, including that arising out of late delivery, non-delivery, unsuitability, incompatibility or unlawful repossession of the Equipment (or any part thereof), or any breakdown or stoppage of the same.

Roll-A-Disco shall not be liable for any damage to the property of the Customer or any third party howsoever caused unless otherwise agreed in writing by Roll-A-Disco.

#### Mediation and ADR

All disputes or differences which may at any time arise between the Parties concerning this agreement or its construction or effect or the rights, duties or liabilities of the Parties under it or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single mediator to be agreed upon by the Parties or in default of agreement, an independent court approved mediator.

## Service of Notice

Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to any Party if sent in a letter by first class prepaid post addressed to that Party at that Party's last known address or place of business or that Party's registered office (or any alternative address notified by that Party in accordance with this clause) or by writing by e-mail where the Parties have previously agreed to such notices being communicated by email, and any notices so given shall be deemed unless the contrary is proved to have been effected 2 (two) clear Working Days after posting in the case of a letter, or 1 (one) Working Day after the sending in the case of an e-mail.

## Rights Reserved

Any failure by Roll-A-Disco to enforce any or all of these conditions shall not be construed as a waiver of any of the rights of Roll-A-Disco detailed in these terms and conditions.

If any provision of this agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this agreement and shall be of no force and effect and this agreement shall remain in full force and effect as if such a provision had not originally been contained in this agreement.

Any remedy or right conferred upon Roll-A-Disco in this agreement for breach of this agreement (including the right to rescission) shall be in addition to and without prejudice to all other rights and remedies available to us in law.

**Adverse Weather:** Roll-A-Disco has the absolute discretion to determine at what point the weather is deemed unsafe to operate in. Should this happen the Customer is still expected to meet the cost in full.

If any banners or similar are to be attached to the Equipment or The Roll-A-Disco Trailer permission must be sought at least one week prior to your event. Please note that even if permission is given, banners will not be permitted if we perceive them as a potential risk, for example if it is non flame retardant fabric.

Roll-A-Disco reserves the right to charge an additional fee if any of The Roll-A-Disco branding (including mobile display board) is to be covered or removed during your event. The fee and permission are fully at the discretion of Roll-A-Disco and must be agreed in writing.

Unless specifically stated in the Contract, the agreed fee includes one set up and take down of the Equipment at one site. If The Customer requires the stage and Equipment to be moved or destructed in any way during the Event, you agree to pay an additional surcharge of £150 +VAT.

Roll-A-Disco reserves the right to substitute or vary all or some of the items of Equipment described in the Contract, provided that this does not affect standards of quality.

Should the Roll-A-Disco Trailer usually provided by Roll-A-Disco be unable to fulfil a booking due to unforeseen circumstances, Roll-A-Disco reserves the right to provide a replacement of an alternative kind.

## Force Majeure:

Roll-A-Disco shall not be liable for any breach of its obligations or consequential loss, damage or delay resulting from an event of Force Majeure. Such Events, which are outside Roll-A-Disco's control, include, but are not restricted to, extreme adverse weather conditions, fire, flood, explosions, accidents, traffic congestion, mechanical breakdown, obstruction of any public or private highway, acts of terrorism, vandalism, riot, war or acts of God.

## Site Accessibility

When hiring a Roll-A-Disco Trailer, the Customer guarantees that the site of the Event is accessible for and to The Roll-A-Disco Trailer and towing vehicle. The Roll-A-Disco Trailer requires a minimum height clearance of 2.8m, 2.0m width and is 4.8m long including tow bar. The towing vehicle will usually be a Mercedes Sprinter which is a further 7m in length, 2.4m wide and 2.8m high.

On arrival to the Event site there must be adequate access from the road for the trailer and towing vehicle of these dimensions. Where necessary, it is the Customer's responsibility to organise control of traffic and/or the general public.

The Trailer and towing vehicle may be erected and manoeuvred over grass, but if the ground is too soft will be at risk of bogging down. It is at the discretion of our driver as to whether or not to drive on the grass.

Should the Vehicle become stuck, or weather conditions make exit routes impassable, the Customer is responsible for providing a suitable vehicle to remove the Roll-A-Disco trailer and towing vehicle from the site. The Customer is also responsible for any losses incurred, including any additional staffing costs.

The Customer agrees to have available a vehicle or sufficient people to safely move our towing vehicle as well as the trailer and generator (if these have been hired) around site should our driver deem it necessary.

Should our vehicle be unable to access an event site due to inappropriate access routes The Roll-A-Disco trailer will not be able to carry out the event, however full payment will still be required.

#### Rights of Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.