

Terms and Conditions

Terms and conditions of service

Updated and revised 18th March 2020

Ozzy James Parties & Events is the trading name of Northwest Entertainments Ltd

1. Confirming the booking

I) 'Confirmation' will mean any verbal, electronic or written acceptance of this booking by the 'client' and 'Northwest Entertainments Ltd'

II) All bookings take effect immediately upon 'confirmation'.

III) Non-signature/non-return of the contract is not sufficient to cancel the booking or non-acceptance of these terms.

IIII) Upon 'confirmation' of the booking, Northwest Entertainments Ltd' will issue a contract to the 'client' for signature and this must be returned within 7 working days. Northwest Entertainments Ltd' will store the signed contract(s) for safekeeping

(copies available on request) for a period up to and including the date of the event, and for twelve months after the event.

2. Changes to the contract

The agreed booking fees may be subject to change

(in agreement with both the 'client' and 'Northwest Entertainments Ltd')

if any details on the contract are altered. All changes to the contract must be arranged & agreed by Northwest Entertainments Ltd in advance of the event.

An administration fee of £25 will incur for any booking details amended after the initial booking contract is issued.

3. Payment of fees

The agreed deposit of 25% is due at the time of booking.

The deposit can be paid by debit card, cash and bank transfer

Unless otherwise agreed by Northwest Entertainments Ltd, balances are payable as set out in the payment schedule.

4. Cancellations

Deposits are non-refundable or transferable. And cover costs as outlined on page 6. Discretion may be used in the event of a situation out of, or beyond yours and our control, this includes the forced closure or restrictions placed on your venue. However, a postponement may be offered as an alternative, where possible but not guaranteed.

Should you have to cancel you must inform us in writing asap (hand-delivered or recorded delivery),
not via email or text message.

Cancellations Continued...

If a booking is cancelled:

Less than 6 months before the event 100% of the balance will become due.

Between 6-12 months before the event 50% of the balance will become due.

More than 12 months before the event will incur a loss of the deposit paid.

We reserve the right to make reasonable charges for consultations, correspondence and preparation to booking contracts and booking confirmations.

4a. Rescheduling /Postponing Your Event

Should you decide to reschedule your event, any deposit and payments made will be held on account and offset against your new booking.

We will reschedule, where possible, your booking on any available date within 18 months of the original booking date.

Any balances or payments must still be made by the due date as per contract unless other arrangements are agreed by Northwest Entertainments Ltd.

Cancellations after an agreed postponement will incur additional charges, this will avoid the client postponing and later cancelling to avoid charges on the previous contract. If you have to reschedule your event for any reason, you must contact the office ASAP. If you reschedule within the same financial year (January – December) your package cost will remain the same and payments will be adjusted to meet the payment schedule detailed below. If you reschedule to a different financial year your payments and cost of package will fall in line with that financial year and an interim payment may be required to facilitate this. Any special offers that were previously booked and offered will also become subject to revision and an alternative package may be offered.

If you reschedule to a different venue you may incur an increased cost if the distance is outside of our travel area, or, is further to travel than originally quoted. Also, if access is restricted and therefore needs extra members of staff to ensure the complete delivery and setup of booked items.

5. Client Responsibility

It is the sole responsibility of the client to inform their venue of the items they have booked and any delivery, setup, collection and running times of equipment. Northwest Entertainments Ltd will not be held responsible for the refusal of any items booked by the client.

It is also the responsibility of the client to ensure reasonable, safe access to the venue is available on the agreed delivery/setup times.

If access to the venue cannot be obtained at the agreed times, we may not be able to provide the client with the items booked or may incur a delay in setting up.

Where we cannot provide the items booked due to a delay with the client or venue, Northwest Entertainments Ltd will not be held responsible or liable for costs or refunds.

6. Northwest Entertainments Ltd Service Guarantee

I) Northwest Entertainments Ltd agrees to provide a service that is to the best of their ability, and reflects fully the likeness of the advertised product/item/service.

Northwest Entertainments Ltd will make every effort to ensure their service is outstanding and adhere to the client's wishes within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors.

II) Northwest Entertainments Ltd agrees to provide all equipment required to undertake their service, unless the equipment has been contractually agreed to be provided by the 'client' or a third party.

It is Northwest Entertainments Ltd responsibility to ensure the good working order & safety of the equipment and to obtain all necessary insurances & certification if required (available on request).

7. 'DJ' Equipment, Sound PA And Lighting

It is agreed by the 'client' and the 'DJ' that the equipment and instruments of the 'DJ' are not available for use by other performers or persons except by specific permission of the 'artist'.

8. Withdrawal Of Services

I) In the case of verbal and/or physical violence towards the company or any person/person's connected with Northwest Entertainments Ltd, the client may be asked to have this/these people removed from the venue. If an agreement regarding this cannot be resolved then the services of Northwest Entertainments Ltd will be stopped and the client will be liable for the remainder of any booking fee's due.

II) In the case of damage being caused to any equipment (either belonging to, contracted to or leased to Northwest Entertainments Ltd) by the client or any person/person's at the event the services of Northwest Entertainments Ltd may be stopped, and the client will be liable for the remainder of any booking fee's due. The client will also be fully liable for any damage to equipment (either belonging to, contracted to or leased to Northwest Entertainments Ltd), payment for any damaged equipment will be invoiced to the client and should be received by Northwest Entertainments Ltd within 7 days of the event or further cost's may be incurred.

9. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God, which are not attributable to any act or failure to take preventive action by the 'artist' or 'client', then the 'artist' or 'client' may cancel this booking without penalty other than loss of deposit.

10. Hired Equipment

Hired equipment will remain the property of Northwest Entertainments Ltd at all times.

During the period of hire, the Client is solely responsible for the hire goods and must insure against all risks.

The Client undertakes to keep the hired goods in excellent order and condition and to return all equipment to Northwest Entertainments Ltd in such order and condition.

Stickers and branding cannot be used without the prior permission of Northwest Entertainments Ltd .

Nothing can be attached to the furniture / machines without the permission of Northwest Entertainments Ltd.

11. Delivery, Installation and Collection

Northwest Entertainments Ltd will endeavour wherever possible to ensure that pre-agreed

delivery and collection times are adhered to. Unless otherwise agreed Northwest Entertainments Ltd require at least 1 Hour clear access to any locations where our items are to be installed before use.

Where possible items are also collected and removed at the end of the hire period except where health & safety prohibits.

Additional charges and idle time may be added should services/equipment be required to be installed at an earlier time or collected after 12 midnight.

Idle time charges vary based on the services and booking.

Should the event space require access via a lift or stairs this should be advised by the Client prior to completing a booking and may be subject to an additional charge.

Northwest Entertainments Ltd reserves the right to refuse installation of the hired equipment should it feel the location is not suitable/safe to do so, without refund.

Once on location, the hired equipment cannot be moved from one site to another by the Client, guests or staff.

An additional full-day hire fee may apply if items are not ready for collection on end date/time that is stated on the booking confirmation.

In the event of any equipment requiring repair as a result of the Client's negligence, misuse or abuse, then the Client shall bear the cost of any such repair.

In the event that the goods are damaged beyond economical repair, or are lost, the Client shall bear the full write-off cost. The Client shall report to Northwest Entertainments Ltd in writing within 48 hours of the event, any damage to or loss of equipment. Write-off costs for each product are available upon request.

12. Dance Floor Installations

We can only provide and install our dance floor on a solid and flat area.

No furniture such as tables or chairs is to be placed on the dance floor.

Please check with us before proceeding with a booking if you are unsure of these conditions.

If our installation team arrive at the venue and feel that the conditions are unsuitable, we reserve the right to refuse the installation without refund unless explicitly agreed in writing by us.

In the case where it is unsafe or unsuitable to lay the full coverage of the ordered floor, our team will install the most appropriate size they can.

13. Photo Booth/ Selfie Mirror Hire

When using the photo booth all children under the age of 14 must be accompanied by an adult. Props must be returned to the operator once their picture has been taken. Any damage to props or missing props will be the responsibility of the client, subsequently, if these can not be replaced or repaired the client will be liable for the cost of these.

The running times can not be changed once the operator has begun their service and will be turned off promptly at the agreed finish time.

14. Late Payment and Liability

If payment is not received on the due date and without prior agreement from Northwest Entertainments Ltd, we reserve the right to remove items hired to the value of any outstanding payment. We will also reserve the right to cancel the booking, without refunds, due to breach of contract and payment terms.

You will indemnify us against any and every expense, financial loss, claim or proceedings whatsoever or damage to or loss of property arising out of the delivery, use, non-use, repossession, collection or return of the equipment or any part of it.

15. Disclaimer

Northwest Entertainments Limited accepts no responsibility for any injuries or claims due to mishandling or improper use whilst using Northwest Entertainments Limited's hired equipment / performers.

Any delays by the venue or booker will not influence the finish time, extensions will be at the discretion of the operator. In the rare event of any delays to our service due to late arrival or technical difficulties, this will be added to the time at the end of the booking in the first instance.

Northwest Entertainments Limited reserve the right to work in a safe environment.

If at any time our operators feel compromised or intimidated by the behaviour of guests or they feel the equipment may be in danger of damage, we reserve the right to immediately withdrawal from the event. No refund will be issued.

Any dissatisfaction of service provided by us must be made during the operating time of the booking,

so that we can attempt to rectify the situation.

Northwest Entertainments Limited reserves the right to substitute and/or subcontract any goods for appropriate

alternatives in the event that the actual goods quoted for are not available.

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Northwest Entertainments Limited reserves the right to substitute and/or subcontract any goods for appropriate alternatives in the event that the actual goods quoted for are not available.

The client agrees to any changes and updates of their contract terms that are advertised and put forward by Northwest Entertainments Ltd. If the client does not agree, they must notify Northwest Entertainments Ltd within 7 days of issue.

16. Payment Schedule

- A 25% Non-Refundable Deposit is required at the time of booking, payment of this is your acceptance of the Terms and Conditions of Booking either verbally or written.
- 50% of your package cost will be due 8 months before your event.
- 75% of your package cost will be due 4 months before your event.
- Final balance will be due 4 weeks before your event date.
- Where your event is less than 8 Months away 50% of your package cost MUST be paid 3 months before your event date.
- Security Bond, where applicable, is to be paid no later than 7 days before your event, payable cash.
- Any changes to the booking including Rescheduling will incur a £25 admin fee, which we will automatically add to your final balance when we generate a new amended Booking Contract.
- We accept payments by Cash, Debit Card and Bacs (please request bank details), Whilst we accept payment of Credit Card for your deposit we DO NOT accept any further payments by Credit Card, the maximum amount accepted by a Credit Card is 25% of your quote.

17. Deposit and Cancellation Charges

Whilst your 25% deposit is offset against your overall quote it also includes charges outlined below:

- Secures our services.
- Covers the cost of your booking consultation fee and contract to the value of £45.
- Covers any charges/deposits to secure items within your package with third party suppliers.

Cancellation charges will be deducted from the client if any of the following have been incurred by the company:

- Charges incurred by the company to secure or purchase items related to your package.
- Additional Admin fees.
- Third-party supplier fees eg, DJ and staffing fees, deposits or payments to secure items.
- Stock already purchased or prepared, including personalised items.

I have read and accept the Terms and Conditions of Booking on Pages 1 – 6 with Northwest Entertainments Ltd.

Full Name (please print): _____

Signature: _____

Date: _____