



## TERMS AND CONDITIONS

### 1 GENERAL TERMS

#### 1.1. Terms

The following terms and conditions will apply to any booking made by a private individual for any party, reception, function or event and will form part of the Event Agreement between the parties.

#### 1.2. Parties

In these terms and conditions the booking person or company is hereinafter referred to as the CUSTOMER. The equipment is supplied by Kilowatt Productions who is hereinafter referred to as the SUPPLIER. The DISC JOCKEY / Technical engineer shall be the operator of equipment at the event.

#### 1.3. Formation

The Event Agreement is made between the Customer (who declares that he / she is over eighteen years of age and is legally entitled to enter into such agreement) and the Supplier and these terms will be binding upon both parties.

#### 1.4 General Terms

The following general terms and conditions are applicable to all Event Agreements entered into with the Supplier:-

1. In this document, unless the context otherwise requires, the masculine includes the feminine (and vice versa) and the singular includes the plural (and vice versa).
2. If any provision(s) contained in any part of the Event Agreement is/are declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable, or indications of this are received by either of the parties from any relevant competent authority, the remaining provisions of the Event Agreement shall remain in full force and effect.
3. The failure by Supplier to enforce at any time or for any period any one or more of the provisions of the Event Agreement shall not be considered to be a waiver of such provision(s) or of the right for the Supplier at any time subsequently to enforce all such provisions and time shall not be of the essence in respect of any enforcement action taken by the Supplier.
4. Headings contained in any part of the Event Agreement are for reference purposes only.
5. Any breach of any conditions of the Event Agreement by the Customer or Venue may result in Kilowatt Productions either refusing to perform services or ceasing performance before the end of the allocated time, the Supplier refusing to hire or provide any service, or ceasing to hire or provide any service before the end of the allotted time. In each such instance, no recompense shall be made to the Customer.

## 2 EVENT BOOKING

### 2.1 Booking Process

An Event is not Confirmed until a signed Event Agreement is received by the Supplier along with the deposit on the Event Agreement form. A booking date is held for 7 days from the date of enquiry and will then be released for other bookings if the signed Event Agreement is not received.

### 2.2 Booking Fee

A Booking Fee as detailed on the Quotation or Agreement form is required.

### 2.3 Payment of Balance

Payment of the Balance should be made by EFT 14 days in advance of the Event or by agreement. Kilowatt Productions will not deliver services unless full payment has been made.

### 2.4 Extension of Service

The total fee quoted is in respect of a performance and supply of the services during the times and on the date specified in the Event Agreement invoice.

If the Customer requests that the performance time be extended or that additional services be provided, then the additional period, services and fee must be agreed with the Supplier, and either:-

1.if the performance extension is requested once the performance has already started paid in cash prior to the start of the performance extension, or

2.if requested after the Contract Agreement has been entered into but prior to the event a supplementary contract must be entered into by the Customer agreeing to the additional charge, and payment made therefor in the same manner as the remainder of the balance outstanding shown on the Event Agreement form.

Extension of service is at the discretion of the Kilowatt Productions Technical Team and Crew , venue and/or other factors that might be of influence.

### 2.5. Cancellation & Postponement

The Customer should inform the Supplier in writing of cancellation. The cancellation will be as follows: No refunds on payable fees – As the date(s) will be reserved. Credit options available for Postponement of funds or movement of paid funds to new date or invoice or new client.

## 2.6 Forfeiting Right to Use

When a booking has been formally cancelled the Customer forfeits any rights to use the services of the Supplier on that date, irrespective of any deposits or cancellation fees paid.

## 2.7 Other

Kilowatt Productions is independently owned and operated .Location owners are individually responsible for their health and safety standards and operating practices. Kilowatt Productions therefore makes no guarantees of the consistency or efficacy of locations.

Kilowatt Productions accepts no responsibility and shall not be liable for any loss, injury, claim , cost ,damage , or any special, exemplary, punitive, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise which arises out of or is in anyway connected with (a)the use of Kilowatt Productions services or (b)the performance or nonperformance by any Location Providers even if all parties have been advised of the possibility of damages. Kilowatt Productions shall under no circumstances be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control.

By accepting approval of a performance booking and participating, the performer accepts all Terms and Conditions stated at the time of service and release Kilowatt Productions from any and all liability for any loss, injury, claim, cost or damage directly or indirectly connected with the chosen Performance Experience.

If any provision of this Agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. All clerical errors are subject to correction. The failure of Kilowatt Productions to enforce at any time of the provisions of the Agreement shall not be constructed to be a waiver of such provisions or the right of Kilowatt Productions to enforce such provisions in the future. A Performer may not assign any rights under this Agreement without the written consent of Kilowatt Productions .

It is the clients responsibility to ensure all safety regulations and certificates has been granted to the event. Kilowatt Productions accepts no responsibility if such regulations or certificates has not been granted.

These Terms and Conditions are subject to change without notice.