

Terms and Conditions

1. General

- 1.1. Terms and Conditions of Business ("Terms")
- 1.2. These are the terms of use for Andy Collins Events Limited ("us/we/our") which applies to all hire of our products ("Products") through our Website ("Site").
- 1.3. If you do not agree to these Terms, please refrain from using our Site and or Services.
- 1.4. We reserve the right to amend these Terms from time to time and will post a message on our homepage along with the new version of the Terms if that happens or email to alert you to our new terms. Your continued use of the site and services will be deemed to be acceptance of any new terms.

2. Who We Are

- 2.1. Andy Collins Events LTD T/A Andy Collins Wedding Entertainment / iBooths Photo Booths / Starlit Events. Company registered in England and Wales with company number : 11271853
- 2.2. Our registered address is Registered office address : 38-42 Newport Street, Swindon, Wiltshire, United Kingdom, SN1 3DR

3. Products & Services

- 3.1. All Products and services shown and described on our Site are subject to availability. The images of the products and services on our Site are for illustrative purposes only and may vary slightly from those images due to stock rotation and continuous improvements to our range. We reserve the right to provide an alternative product or service of equal or better features and or performance.
- 3.2. Some of the products features are only available where Wi-Fi is available. We cannot or give any guarantees or assurances that all or any individual additional features will be available at your event.
- 3.3. If the hired equipment or services booked becomes unavailable for any reason we may offer you an alternative product. You may decline the offer of the alternative, we will refund all monies paid should you wish to cancel your agreement. You will not be subject to any cancellation charges should this situation occur. If the alternative product fee differ from the original hired product then we will upgrade free of charge or downgrade and refund the difference. No other compensation will be offered.
- 3.4 If booked a mobile disco, we will supply sufficient music to suit the occasion; including equipment for playing and amplifying recorded music, lighting and other effects to suit the occasion and venue; a DJ and where deemed necessary additional members of staff to install and run equipment

4. Your Obligations

- 4.1. You are solely responsible for giving us (Andy Collins Events Limited) the full and correct information in respect of any booking you make with us. Including notifying us of entertainment spaces or buildings separate from the main specified venue which you wish us to set up. No refunds will be given in part or full for services not being provided as a result of breach of our terms and conditions. Furthermore, it is your sole responsibility to ensure that you have read our terms and assured permission for our products to be used at your venue or location and that all the information regarding your venues location and access has been disclosed to us at the time of booking. All disclosed information given to us before the booking will be shown in the notes section of the contract. Please ensure that all disclosures have been entered and noted. We will not be responsible or liable for any non-performances for non or late disclosures.
- 4.2. We must be made aware at the time of booking of any abnormal access restrictions that may restrict reasonable access in to the venue. Examples of which but not limited to include, any obstacles preventing vehicle access to the set up area, vehicle height restrictions, gravel paths, uneven paths, steps, narrow doorways, slopes and steps. We will not be held responsible for any non-fulfilment of the contracted services as a result of such restrictions preventing us from delivering the equipment with reasonable. It is ultimately the decision of Andy Collins Events Limited and it's employees or representatives what is deemed reasonable without compromising safety to persons and property.
- 4.3. Any restrictions undisclosed may result in the non fulfilment of our services or, result in a delayed set up time. This will come out of the run-time and also result in an earlier finishing time to compensate the additional time

5. Access and Location

- 5.1. Due to the nature of the equipment and the safety implications, we do not carry equipment further distances than absolutely necessary. Therefore we will load and unload at the closest access point to the set up area without any exceptions. The access in to the venue must be clear of obstacles preventing vehicle access to the closest access point to the set up area. We must also be made aware at the time of booking or at the earliest moment of any abnormal access restrictions that may restrict reasonable access in to the venue. Examples of which but not limited to include, any obstacles preventing vehicle access to the set up area, vehicle height restrictions, gravel paths, uneven paths, steps, narrow doorways, slopes and steps. We will not be held responsible for any non-fulfilment of the contracted services as a result of such restrictions preventing us from delivering the equipment with reasonable. It is ultimately the decision of Andy Collins Events Limited and it's employees or representatives what is deemed reasonable without compromising safety to persons and property.
- 5.2. Due to the size, weight of our equipment, we do not carry equipment up or down stairs under any circumstances. All areas other than the ground floor must be accessible by a working elevator suitable for the cartridge of goods. No exceptions will be made. Please refrain from booking our services if stairs are the only means of access.
- 5.3. Our equipment is wheeled on trolleys, so the entry route to the set up area must be clear of obstacles, loose gravel, loose carpets or rugs, steps and narrow doorways. Please ensure that the equipment you hire is suitable for your chosen venue. All dimensions of our products can be found on our website or you may contact us for clarification. We will not be held responsible for non fulfilment of our services in the event we cannot gain access into the venue and or set up area. Any delays in setting up because of restricted access will come out of the performance time.
- 5.4. It takes up to an hour to set up the DJ equipment, therefore we will arrive approximately 1 hour before the agreed start time. Any additional hired equipment such as dance floors will require additional time to set up. If there are any complications that are outside of our control that lead to a longer set up and break down time then this will come out of the run time. If the delay is a direct fault of the company then the run time will be extended to equal time lost in the delay.
- 5.5. We must be made aware of any restrictions that may prevent reasonable access in to the venue with a suitable parking space for a transit styled van within 50m of the venue. The area where we are expected to park our vehicle must be a well lit maintained area with a clear 2 metres of unloading space in addition to the vehicle length.
- 5.6. Vehicle parking facilities must be available at the venue or adjacent to the venue for the duration of the hire period plus set up and breakdown time. A parking space must be guaranteed and tariff free for the duration. Should a suitable parking space not be allocated, we will not begin to unload until such time a parking space become available. In any event any delay will come out of the performance time without compensation. We will not be held liable for any non fulfilment of our services if a suitable parking space not be allocated in advance, a parking space not become available or in an unreasonable location being, but not limited to, a muddy field, unlit areas and venerable areas.
- 5.7. We agree that once unloaded and set up, we will, when appropriate move our vehicle(s) to another area with a suitable parking space for a transit styled van as set out in 8.4

5.8. The set up area must be under cover, watertight and stable solid ground. We also require access to a single standard UK power socket within 10 metres of the set up area. The service working position must not obstruct any emergency exit route and there must be enough space for the service provider to work in safety and comfort. The service provider cannot be set up on a portable / temporary dance floor, uneven surfaces and or wet surfaces.

5.9. It is the responsibility of the client to ensure that the venue will accept the use and obtain permissions of the hired products on their premises. We will not be held liable for venue refusal to allow our services to be used. It is not the companies responsibility to check and seek permissions on your behalf when booking our services. We will if requested by you liaise with your chosen venue to discuss safety aspects for reassurance to the venue management.

5.10. The equipment will be set up in one location only as agreed on arrival and will not be moved once set up. If it must be removed once installed, this will incur a £60 fee which will become payable immediately. Any delays caused as a result will come out of the performance time.

Marquees and or Temporary Structures

5.11. We will unload and load at the closest access point directly in to the marquee. We cannot use a trolley across fields so we must be allowed direct access adjacent to the marquee/tipi

5.12. The ground leading to the marquee must be dry and easily accessible by a transit sized vehicle without any restrictions or obstacles preventing access to the marquee/tipi.

5.13. In the event of inclement weather a temporary road system must be installed leading directly to the marquee. We will not attempt to drive over a muddy field or area where there is an increased risk to our vehicles and or staff safety.

5.14. We cannot guarantee that we can use some specific equipment in marquees / tipis because of height restrictions especially on tipi's

5.15. Temperatures exceeding 25 degrees Celsius can cause electronic failures on our sensitive equipment which may fail due to overheating. We have no control over this and there is nothing we can do. Therefore it is essential that marquees have adequate ventilation and the walls and doors remain open to prevent heat build up. We will not be held liable for equipment failures due to marquee humidity that prevents the performance in part or full.

5.16. The service provider will not be held liable for any power failure or power related issues that prevent the use of any equipment or the loss of part or full performance in a marquee

Outdoor Events

If your event and or ceremony is outdoors then the following must be adhered to :

5.17. A 16 amp IP44 socket must be provided delivering a full 220 - 240v within 5 metres of the performance area. The feed should be a clean feed and not be a shared feed with any other equipment such as kitchen appliances etc.

5.18. An adequate shelter must be provided to withstand protection against wind, water and direct sunlight

5.19. No refund in part or full will be given for failure to comply with the above requirements resulting in non performance in part or full by Andy Collins Entertainment. Safety is our priority and will not be compromised

6. No Implied Right Of Use

6.1. Whilst we appreciate offers of help and assistance, We are not insured against injury or liability to persons other than direct representatives of the company to carry our equipment under any circumstances. Any attempts to do so is strictly forbidden and we will not be liable for injury to persons or damage to property and may result in non performance. All damages costs and losses will be made against persons not complying with the request.

6.2. Where we set up the equipment and is unattended during idol times, the equipment must not be used, tampered with in any way. Tampering with the equipment could corrupt the software. We will not be held liable for any loss in part or full of our services for such actions. We will not be held liable for any loss of performance / hire times resulting in having to reset the equipment or total failure caused by third party interventions.

6.3. Whilst left unattended during idol time, the client is solely responsible for the equipment, and will be liable for damages / losses caused by third party intervention.

6.4. For the avoidance of doubt, early set ups unless specifically stated on the notes section of the performance agreement does not include any service which requires any member of Andy Collins Events limited staff or associates to remain on site. We will not provide any services during this period.

6.5. In the avoidance of doubt, under no circumstances will the service provider allow any musician / performer to use the service provider's equipment. We agree if requested to do so and specified on the performance agreement provide microphones for speeches only. All performers must have their own equipment for their own performances.

6.6. We will not provide microphones for performers whether professional or guests wishing to perform in any capacity.

7. Fees, Price and Payment

7.1. Prices for hire of our Products are clearly stated on the performance agreement in pounds sterling with and without VAT for the benefit of our business and private clients. All of our products include VAT at the current rate. Prices for hire of our Products may change from time to time, but price changes will not affect any booking which we have confirmed by official booking confirmation.

7.2. Travel fees are exempt for the first 40 miles, thereafter we charge a travel expenses fee of £1.00 per mile. Travel fees are clearly shown on the quote if the venue was disclosed and or on the contract and invoice.

7.3. A minimum £100 or 30% initial payment is required to confirm a Booking within 7 days from signing the agreement. As soon as the signed document is signed and the initial payment is paid to us, we will reserve and secure your Date. A confirmation email will be sent upon receiving the initial payment.

7.4. The full balance of the Booking must be paid 14 days prior to the event Date along with any extra or additional costs that have been agreed on the booking agreement. We will send an email confirming the Date and venue location along with the invoice for the full balance of the Booking. It is your responsibility to ensure these details are correct. If you think any of the details are incorrect in this final confirmation email you must inform us as soon as possible.

7.5. While we do our very best to ensure that all prices on our Site are accurate, errors may occasionally occur. If we discover an error in the cost of booking our Products we will inform you as soon as possible and give you the option of re-booking at the correct price or cancelling the Booking without penalty.

7.6. We are under no obligation to provide any Products to you at an incorrect price, even after we have sent you a Booking confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.

7.7. We will make every reasonable attempt to contact you when payments are due. However, if we are unable to contact you, we may treat the Booking as cancelled and or no longer required and a cancellation charge may apply as outlined below in 10.11

7.8. In the event of a charge-back being made at your request from your credit / debit card provider, we will instruct legal proceedings to recover the amount owed plus our incurred costs and interest at a rate of 8% above the bank of England base rate.

Cancellation

7.9. If you want to formally cancel a confirmed Booking, you must do so in writing. Regretfully we cannot accept cancellations over the telephone. The cancellation charges you must pay shall be determined by reference to the table below and you must pay the charges within 20 working days of our invoice. Failure to do so may result in further costs added to recover the debt.

7.10. Cancellation charges

- From booking date to 61 days before event date - Loss of initial payment
- Less than 60 days notice prior to the event date - 90% of Total Package Price will become payable
- Where cancellation is made on the day of the event and where we have already left to attend the event 100% of the booking value will become due immediately.

7.11. The charges are applicable for the administration time and costs incurred when setting up the booking and taken in to account the likely hood of re-booking the date should a cancellation be made less than 60 days to the event date. We strongly advise event insurance in the unfortunate event of such cancellations. Whilst we sympathise with such circumstances that may lead to the result of such cancellation, we as a company still incur the usual costs and loss of income. Therefore regrettably the cancellation charges apply in all circumstances unless we are at fault. In which case, where we are at fault, a full refund including initial payments will be made in full to the client using the payment method originally used within 10 working days. This may take longer to reach your account when refunds are made on to your credit / debit card due to processing times outside of our control.

Rearranging / reschedule the event date

7.12. We appreciate that there may be occasions where the event date will be moved / re-rescheduled. We will accommodate 1 rescheduled date move. This will incur a £50 administration fee cancelling and re-issuing the contract providing the following conditions are met:

- No previous request exists for the same booking being rescheduled.
- You agree to a re-booking fee of £50 and is made at the time of rescheduling
- We have 61 days notice or more prior to the event date. Rescheduling less than 60 days notice will be deemed as cancellation and the cancellation fees apply as clause 10.10
- We have the date available. Notable dates such as but not limited to bank holidays / whole of December unless originally booked on any of these or similar notable dates will incur an additional fee.
- In the event that the original times or venue location is changed, this may incur an additional fee.

7.13. We reserve the right to cancel your Booking without liability to you and without any obligation to refund your initial or subsequent payments if:

- You do not pay us the balance of your Booking by the date due for such payment;
- We have reasonable grounds to believe that you may not pay us the balance of your Booking by the due date and we have requested you to explain the position and you have not done so satisfactorily;
- We discover, before you have paid the balance of your Booking, that you have deliberately concealed information, or deliberately given us incorrect information, about your Booking in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your Booking;
- Where any of our employees has received threatening or abusive behaviour from you or anyone attending the event with respect to the Booking;
- We have reasonable grounds to believe that your behaviour or that of any third party is likely to result in damage to our Product or injury to people.
- We have reasonable grounds to believe the booking is fraudulent, credit card fraud or and money laundering.

7.14. If we cancel your Booking under any of the circumstances outlined above, the cancellation charges set out in the table above shall apply. We may at our discretion offer an early payment discount on a cancellation fee. This will only be offered for 14 days from the cancellation invoice date then thereafter the full cancellation fee will become payable to cover our further administration costs to recover the debt. If the debt remains unpaid then we will pass your details on to our solicitors to recover the monies owed plus costs through the legal system.

7.15. Cancellation charges / terms apply to performance and any related additional extras stated on the contract. If an additional extra is cancelled and or downgraded it will become necessary to re-issue a new contract to you. Initial payments are non refundable for the cancelled or downgraded additions, however we will carry over the monies paid for the remaining non cancelled services and additions to the new contract. Any monies paid in full are subject to the full cancellation terms as stated above.

7.16. We reserve the right to sub-contract where deemed necessary to ensure that your event remains covered and we do not need to cancel your booking. We will only do this in exceptional circumstances to ensure your booking is fulfilled. You will not be expected to pay any additional costs.

10.17. We will not be held liable for any occurrences caused or deemed to be caused by acts of god or natural occurrences . These may include but not limited to natural disasters, flood, earthquake, hurricanes, pandemics, epidemics. We may at our discretion offer to move or postpone your date to a new date subject to availability. Cancellations will be subject to cancellation fees under the original contract terms.

Forfeiting rights of use

7.18 When a booking has been formally cancelled, the client forfeits any rights to use the services of the service provider on that date, irrespective of any initial payment or cancellation fees paid.

8. Space & Power Requirements

8.1. The Client will arrange for an appropriate space to be made available for the hired equipment at the event venue. A minimum safe floor area of 3m x 2m is required for our DJ services.

8.2. The Client will ensure that an electricity supply comprising a single 13 amp socket located within 10m of the space designated by the client for the hired equipment. This must be undamaged and secured firmly to the wall. We will not use damaged sockets, nor will we be held responsible for the safe workings and continuous power to the sockets.

9. PAT & PLI

9.1. Andy Collins Events Limited operate safely without compromise. We hold a 10 million pounds public liability and our associated equipment is regularly tested. Our PAT and PLI documents are available for download / view on our site and via your client portal. it is the clients responsibility to ensure that the venue has seen / downloaded or requested these documents in advance of our arrival. We do not carry these documents and can only show them digitally if mobile date exists.

9.2. We will not be held responsible for non performance because the documents have not been asked for or obtained in advance of the hire date and the venue refuses iBooths to operate.

9.3. Our insurance runs 12 months rota. We can not provide insurance documents until the existing document has expired. Upon expiry date, a new document will be available for download via the client portal. for example If a document expires 23.59, December 31st, a new document will only be available from 00.00 January 1st. If your event is being held on or runs into the expiry date we can provide proof of insurance on arrival by electronic means.

10. Refreshments

- 10.1. The client agrees to provide our events staff with soft drinks during the hire period to remain hydrated.
- 10.2. To avoid disruption, the client agrees that our staff may request that soft drinks are added directly to the clients bar tab as and when required

11. Hire Service Period

- 11.1. The hire period is specifically noted on your contract with us.
- 11.2. Use of our Products and or services will start and end at the agreed times as stated on the contract.
- 11.3. We will arrive to set up approximately 1 hours prior to the specified start time of hire. If you require us to set up earlier than this then you must notify us at least 7 days before the Date. Additional charges may apply relating to idol time and will be added to the invoice
- 11.4. Performance and services end time will not exceed Midnight unless otherwise agreed and written and agreed on the contract.
- 11.5. Where we are at fault and late setting up - we will extend the hire period equalling to the lost time venue permission permitting otherwise we will refund the lost time pro-rata.
- 11.6. Any extension of service must be made in advance prior to the hire date. Additional hire time cannot be added at the time of hire.

12. Behaviour, Damage to our Equipment, Health and Safety of our Staff, Termination of Hire

- 12.1. Should any equipment be stolen or damaged including accidental damage during the event and the client or the clients guests are at fault. It is agreed that the client will pay for the repair and or replace the stolen or damaged equipment after substantial quotes have been supplied by Andy Collins Events Limited
- 12.2. In the event of rude or abusive behaviour by you and or your guests that affects the safety of our attendants and or the safe running of our performance and or equipment, and potential damage to our products including rudeness, intimidation or threats to our staff, we reserve the right to immediately cease the hire, including the use of the equipment and will immediately remove it from the event. In this instance the hire fee still remains payable in full and no competence will be offered.
- 12.3. We do not allow drinks / glassware in the vicinity of the dance floor. In the event that liquid spillages in or in the vicinity of the floor, this will result in immediate suspension of the services and products until the area is cleaned and secured. Repeated violations will result in the services and products being terminated and withdrawn without refunds in part or full.

13. Events beyond our Control

- 13.1. We will endeavour to attend any event that you have hired our Product for. Where circumstances make this impossible due to, but not limited to adverse weather conditions, traffic delays, accidents or road closures. We will contact you as early as possible and a full refund will be made.
- 13.2 We will not be held liable for any planned events such as but not limited to carnivals, street parties or road closures that have been planned and publicised around the vicinity of the event. We must be notified of such closures that prevents us from attending the event on time or delayed. We will not be held liable for late arrival or unable to attend unless we are at fault, then a full refund will be provided to the client.
- 13.3. The service provider will not be held responsible for power outages or power failures caused by equipment, cables or generators not supplied by the service provider preventing partial or full performance.
- 13.4. We will not be held liable for any occurrences caused or deemed to be caused by acts of god or natural occurrences . These may include but not limited to natural disasters, flood, earthquake, hurricanes, pandemics, epidemics. We may at our discretion offer to move or postpone your date to a new date subject to availability. Cancellations will be subject to cancellation fees.

Electronic Failure

- 13.5. Should a electrical serious malfunction occur excluding lighting malfunction which prevents us from continuing to provide the service that is directly our fault, then we will offer a refund equal to the percentage time left to the hire fee less the travel costs which are not calculated in the refund.
- 13.6. Refunds will be made to you via original payment method within 7 days from receiving your details for payment.
- 13.7. In the event of effect lighting issues we will continue to operate as normal. No compensation will be offered for such a failure however we will continue to do our up-most to rectify the issue on site.

14. Images Ownership

- 14.1. We retain sole ownership and all copyright of all digital images taken by our products and cameras.
- 14.2. Images taken by our Products during events may be used by us to assist with promoting our services. This may include printed publications as well as online images for the purposes of advertising, publicity, publication and or promotion.

15. Complaints Procedure

- 15.1. We hope that you thoroughly enjoy the service that we provide you. However should you be unsatisfied with any aspect of the service which we provide then of course we would like to hear from you. Most complaints can be rectified during the performance, so please do speak to the booth operator raising your concerns. If this is not possible, then please contact us in the first instance outlining the nature and facts of your complaint. Please note that we need to record the nature of your complaint, so we can only act on complaints in writing. We cannot in most circumstances deal with complaints over the telephone and we can only speak to the person named and signed the contract due to data protection laws. We cannot without your express written permission discuss any aspect of your booking with us to anyone else. Please write to us at Andy Collins Events LTD 33 Cunningham Road, Swindon, Wiltshire, SN2 1PR or email us at info@andycollinsevents.com
- 15.2. We will acknowledge receipt of your complaint within 48 hours of receiving your complaint and will reply in detail within 21 days allowing us to conduct our own investigations and speak to our operatives. This does not affect your right to seek independent legal advise. However rare, we aim to resolve complaints quickly and amicably.

16. Changes to these Terms and Conditions and general

- 16.1. From time to time it may be necessary for us to amend our terms of business. Therefore Andy Collins Events Limited reserves the right to change these terms and conditions at any time without prior notice.
- 16.2. In the event that any changes are made, the revised terms and conditions shall be posted on the website immediately. Please check the latest information posted herein to inform yourself of any changes.

17. Agreement

17.1. Upon signing this agreement, the client agrees that they have read, understood and adhere to the terms of this agreement.

17.2. The client also agrees and acknowledges that the information provided on this agreement is correct and the venue unless stated on the contract is not in a temporary building outdoors or marquee, or the event is not held on a floor other than ground level unless stated on the notes section of this agreement.

17.3. In the event that we discover that the event is different than the one specified when booking, the contract will become null and void. It is at our discretion if we choose to accept the new terms of the booking or cancel the booking in accordance with the cancellation terms set out in clause 8.

17.4. It is the hirers responsibility to ensure that we are not misled or in any way and the function is what is described on this contract.

18. Coronavirus (Covid-19)

We will adhere to all government advise regarding this outbreak including but not limited to adhering to travel restrictions and or local or central government advise and restrictions. We highly recommend that wedding insurance is in place and is suitable for your requirements. We will where possible postpone events to a future date. We will do this free of charge however the booking will remain under the existing contract and all terms and conditions apply.