

CEG Theatre & Entertainment Services Ltd - Terms & Conditions

1. Definitions

- The below terms "we", "us", "CEG Productions" and "the service provider" refers to CEG Theatre & Entertainment Services Ltd whereas "client", "hirer", "customer" and "you" refers to the person or organisation (of whom a named contact is representing) that is requesting the services they wish us to provide.
- Where an individual is booking our services on behalf of an organisation they are confirming that they have the proper authority to do so and enter into a contract with us, it is their responsibility to ensure any purchase orders and paperwork is in order and does not constitute a reasonable excuse for delay of payment.
 - Disco & Small Event Booking Conditions (Under £200)**
The following conditions refer to events worth under £200 excluding VAT. If you are unsure as to which set of conditions refer to you please contact us and we would be happy to help.
 - Any cancellations or notified changes must be made at least 14 days prior to the date of event. If you fail to cancel your booking before this date you will be charged the full booking fee. This ruling may be waived in very extreme circumstances, or should we manage to fulfil the date prior to the booking date.
 - Booking deposits will not be refunded under any circumstances.
 - Verbally or written agreements of bookings are binding and subject you to the payment of the full fee quoted for the services.
 - The client / hirer is responsible for any damage to our equipment caused by any person at your event. You will be charged for the full cost of any repairs, or replacements required. You will be advised of any damage as soon as it is caused. This applies both on a dry and wet hire.
 - We do not tolerate violent, aggressive or abusive behaviour from anyone under any circumstances. We also reserve the right to terminate our services at any time that we feel our personal safety is under threat, and you would remain liable for payment of the full fee. We do not take responsibility for ejecting any unwanted persons from any venue. You will be advised of any problems that we may have in this respect with any of your guests. This is for the safety of our staff and those around us.
 - In the event of fire, flooding, public disturbance, terrorist activity or any other threat to the public, we will not be responsible to evacuate any venue or building where we are present and / or working within, unless the fire regulations for the venue specify otherwise. This would usually incur a vocal announcement and our general policy is to assist with evacuating the public & powering down our equipment before exiting where it is safe to do so.
 - Failed payment of any fees owed within 28 days after the date of the event or invoice (whichever is sooner) will result in pending legal action. We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Over due fees specified below will be enforced. Please refer to paragraphs 43-48.
 - It is a condition of booking that we get a minimum of one hour and thirty minutes to enter a venue and set up prior to the start time and a similar time allowance at the end of the night to pack up, although a longer period may be required for a safe get-in. However, this is dependant on the size of the event and the amount of equipment needed. Please discuss the needs with us before hand; we will only have finished a 'get-in' (set up of all equipment) when it is deemed safe and adequate by all parties.
 - If you are booking other entertainment as well as hiring ourselves, please consider the amount of space available and where you are going to put the performers and equipment. Speaker location is usually best if it is no greater than 8 metres either side from the central point.
 - We reserve the right to refuse to continue any event prior to the start should there be insufficient floor space which would not allow the audio and lighting equipment to be assembled safely.
 - It is the customer's responsibility to ensure equipment booked is suitable for use at the event venue. No refunds, part of full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed. Not all equipment is designed to fit through narrow doorways and/ or up staircases. It is the customer's responsibility to inform us of any access restrictions that may impede set up or restrict equipment use.
 - Only CEG Productions staff and authorised personnel may operate any equipment we provide on a wet hire. Under no circumstances may unauthorised personnel tamper, move or attempt to use equipment owned by ourselves. We are not liable for damage to property, or injury to persons caused directly by third party intervention.
 - We reserve the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so.
 - We will not be responsible for any damage or loss to private or public property caused by invited or uninvited guests.
 - All equipment is visually checked prior to and/or on arrival. If we are or liable to cause damage to any component linked to it. The hirer is liable if post inspections prove that damage has been caused by faulty equipment other than ours. We may carry out inspection on portable appliances if a valid PAT identifier is not found, the current rate of charge will apply in this circumstance.
 - It is the responsibility of the hirer to make sure that there is an adequate provision of electrical power within ten metres of our set-up point. We require a minimum of 2 x 13amp outlets dedicated purely for our equipment (not in the form of an extension lead). Again, the exact requirement of power is dependant on the size of the event and the amount of equipment needed, for a band night for example our basic lighting rig would prefer 3-5 13amp sockets. Where possible 16amp supplies are preferred, and 2 of these would be fine for lighting although an additional 2 or 3 13amp supplies or 1 or 2 16amp supplies for sound would normally suffice. Please contact us before the event to discuss available power and the power needed. Any damage caused to our equipment by an inadequate power supply or power interruption is the responsibility of the hirer. The hirer/client is fully responsible for any damage caused to the equipment caused by the use of noise limiters and the subsequent cut off and reintroduction of power without our consultation.
 - The hirer is to provide parking for one vehicle (LWB Van), as near to the performance area as possible. Any parking charges we incur will be your responsibility to pay for.
 - All bookings should be taken on the understanding that the venue is in possession of the necessary entertainment & liquor licenses. We are not responsible if the venue is found to be in breach of the terms of their license.
 - Technicians and their assistants will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the Management's requests as to volume, setting of equipment and / or any other reasonable requests.
 - We will not be liable for non-fulfilment of this contract by the Management and / or the team, although every reasonable precaution will be taken. In the event of the client seeking compensation, we will not be liable under any such claim, and the contracted DJ or technician will only be liable for a sum up to and not exceeding the contracted amount. This includes non-fulfilment from not being able to attend an event due to bad weather, road traffic accidents and any other occurrence that may be deemed 'an act of god' which further includes but is not limited to, snow, flooding and hurricanes of any size.
 - We operate under the laws of England, UK.
 - All events should provide public liability insurance and insurance for the equipment costs (available on request) as we are not liable for this within your events, although we will always operate safely and conduct personal risk assessments. We are however in possession of £5,000,000 Public & Product Liability Insurance in respect to our actions and equipment.
 - We reserve the right to alter or amend any or all of the above at any time.
 - Multiple Bands Night / Larger performances / Conferences / Festivals and other events (£200 and over)**
The following amendments and additions apply to events of a larger scale, these are the most common conditions for a hirer to adhere to. Please contact us with any queries.
 - As above conditions indicate with the following changes:
 - Paragraph 4 ~ Any cancellations or notified changes must be made at least 28 days prior to the date of event. If you fail to cancel your booking before this date you will be charged the full booking fee. This ruling may be waived in very extreme circumstances, or should we manage to fulfil the date prior to the booking date to the same value.
 - Paragraph 11 ~ We need a minimum of three hours to enter a venue and set up prior to the start time and a time of around 2 hours at the end of the night to pack up, although a longer time may be required for safe rig and de-rigs depending on the amount of equipment used. However for a full size show and such large scale events will require longer and should be agreed prior to the event.
 - Paragraph 19 ~ Larger power supplies are likely to be needed and you should contact us regarding the availability of power and what is needed
 - We will often require a booking fee to the value of 50% a month before the event, or earlier to finalise the booking, amounts may vary according to size and services provided, but will always be agreed between the parties.
 - Dry Hire of Equipment Conditions**
The following apply when you do not wet hire equipment, this is when just an item or items are provided and used without CEG Productions staff.
 - Costs
 - All charges are payable subject to the usual invoicing terms
 - Any damage to equipment supplied must be paid for in full by the customer / hirer to the extent of replacing the

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- c. Should you require extra equipment subsequent to quotation this must be paid for in full.
 - d. Any equipment returned late will be charged at the daily rate applicable, and this must be paid within 5 working days. A return is only constituted when an item has been returned to our care in good working condition.
 - e. Should we not be able to fulfil another order due to your late return of equipment you will be liable for the cost of any lost hirers that directly arise from this late return.
35. All equipment is supplied as is, all equipment is regularly inspected by staff and a visual examination is carried out before dispatch. However, all liability for the correct and safe rigging & operation of equipment lies with the hirer. CEG Productions accepts no responsibility for the way in which equipment is used in respect to the public.
 36. Whilst on hire the hirer is liable for any loss, damage or misuse of equipment and should insure the equipment for its full replacement value.
 37. The hirer shall indemnify CEG Productions against financial loss, liability and expense or proceedings in respect of personal injury or damage or loss resulting from use of hired equipment.
 38. Should CEG Productions consider that you are using the equipment inappropriately, illegally or unsafely then we reserve the right to terminate any contract of hire at any time, and the customer shall remain liable for the value of the hire.
 39. All equipment must be returned in good condition
 - a. All cables must be returned coiled and taped with electrical tape, failure to do so will result in a £2 per cable charge.
 - b. Any lamps that have blown during the course of hire must be returned for inspection; otherwise, a replacement charge will be made.
 - c. Any damage caused to equipment will result in a charge to rectify this or a replacement to be sought.
 - d. No plugs or wired connectors may be changed or tampered with in any way.
 40. All dimensions given are nominal and as close as can be reasonably judged.
 41. We cannot accept any liability for the compatibility of our equipment with your own, and with any resources you may be using in conjunction with our equipment (such as power supplies).
 42. Acceptance of these conditions is taken when any agreement is made, written or verbally. Especially upon counter-signing a delivery note.
 43. **Invoice Conditions**

Invoices are issued by us prior to an event or upon completion of an event, on the occasions where contracts are in place and invoices are issued in advance of dates they take effect from the date shown.
 44. All invoices for services must be paid in full by the date shown; stated clearly as the 'due date' on the bottom of an invoice.
 45. Any 7 day week or part thereof where payment is overdue will be liable to a charge of £10 late payment fee.
 46. We will exercise our rights under the late payment regulations (Late Payment of Commercial Debts Act) to charge interest on overdue payments; we will charge an interest rate of 4% above the Bank of England base rate for any payment not received within 56 days for each day it is still not received.
 47. Any payment method that incurs a charge to us such as via PayPal will involve the charge levied by the third party plus 4% of the charge administration.
 48. Our preferred method of payment is via BACS (electronic transfer) although a cheque would be acceptable. Cash may be accepted for orders valuing less than £200.
 49. **Service Quote Conditions**

We may issue a verbal or informal quote through email. This is a guideline only and a quotation is only enforceable when provided on our authority on headed paper. All quotes are to be treated as estimates in case additional work is required for unforeseen circumstances (such as attending additional rehearsals, or installing later arranged additional equipment).
 50. All quotes last for 28 days from the date provided.
 51. Should your event require extra equipment, time or staffing then you will be liable for the cost of this.
 52. A verbal or written acceptance of any provided quote binds you to the value of this as in the booking conditions above and further binds you to the conditions of these terms.
 53. **Other Conditions**

From time to time we may impose additional conditions within contracts, and some of our services may not seem expressed within these conditions, should you have doubt as to what applies please do contact us.
 54. This section is to clarify that on all events, gigs, parties, shows etc the contractor should have adequate insurance for the event to protect the public attending. We will always carry out constant safety assessments and ensure we operate in a safe manner. As such
55. In regards to PAT testing, we will always carry out thorough visual examinations, including removing plug covers where required and will only subsequently test equipment with our electrical testers if it is safe to do so given the environment we are in at the time.
 56. We require all equipment that is being connected to ours (and is not provided by us) to have a current PAT Certificate in force, we may carry out an inspection at your request for an arranged fee.
 57. **Installations**

Where we provide an installation, or package of equipment for use within a single venue the below condition applies. This could be a DJ installation (set of equipment connected up/maintained or a full rig within a venue.
 58. We cannot be held responsible for the actions of your organisation or the people around for any damage to equipment installed. Whilst we will always assist you with any problems with equipment, it is your responsibility to treat the equipment with respect and operate it in the correct manner. Should errors occur within the manufacturer's warranty period it is their responsibility to liaise with you. We suggest not using any equipment until the installation is complete to the specification requested by the client, if you use the equipment provided in any way not specified to us at the time of discussions of your needs then we cannot be held responsible for the consequences.
 59. This is an abridged version of our full Terms & Conditions, please visit our website at <http://www.cegproductions.co.uk> to see the full version.
 60. **Electronic Media**

Electronic media includes all emails, our website, digital images, digitally stored promotional materials and offline media.
 61. All emails or messages sent through a medium provided by CEG Productions are confidential unless specified otherwise.
 62. The content of all messages sent as in Paragraph 60 is the opinion of the sender and not that of CEG Theatre & Entertainment Services Ltd.
 63. Whilst all reasonable care will be taken by CEG Theatre & Entertainment Services Ltd we cannot guarantee the accuracy of information provided in our messages or on our website.
 64. We also cannot guarantee the safety of files provided, all reasonable care will be taken but CEG Productions accepts no responsibility for the loss of data, damage or such repercussions. We strongly recommend that you keep all virus software up to date, regularly scan for malicious software, maintain a firewall and keep your computer and all software fully updated and patched.
 65. We accept no responsibility for the content of external websites nor do we endorse any such site that we may provide a link to.
 66. Should you appear in a picture and wish for it to be removed please contact us and we will comply as soon as possible.
 67. The featuring of a logo on our website does not imply our endorsement for the organisation shown nor does it imply an endorsement of us by the said organisation.
 68. The use of our logo on any other sources is strictly by our permission only, and may only be used for positive event promotion or promotion of our services.
 69. **General Application**

These are the terms and conditions for all divisions of CEG Theatre & Entertainment Services Ltd.
 70. These conditions and the specific implied paragraphs apply to all customers when viewing our website, reading messages from us, communicating with us in any way and engaging with our services for your event or project.
 71. We reserve the right to modify and update these conditions at any time without prior notification. The latest version can always be found online at our website or by contacting us.
 72. **Privacy Implications**
 73. We will treat your communication with us confidentially unless implied otherwise. We will never share your details with anyone outside of the CEG Theatre & Entertainment Services Ltd company without your prior consent.
 74. We may use your details when collected for a booking or through our website to monitor our service provision, provide you with information relating to our services and those of selected partners.
 75. It is your responsibility to inform us of any change in circumstances and personal details and to ensure that we are kept informed and up to date.
- Our company name and registration number is: CEG Theatre & Entertainment Services Ltd - # 06667173. We are registered in England and Wales at the address: White Swan House, Bobby Hill, Wattisfield, Diss, Norfolk, IP22 1NL.*
- You can contact us through our main email address at info@cegproductions.co.uk, or through our website at <http://www.cegproductions.co.uk>.*