

The Hush Club Booking Terms and Conditions

1.1 Reservation: Paying a booking fee for your event or function is a 50% non-refundable deposit which will secure the booking. The 50% remaining balance is due 4 weeks before the event. Any non-payment could allow us to change our work schedule without prior notice.

2.1 Payments: If you use internet banking, you can make a payment straight into our bank account via BACs. Please ensure you include your surname and the date of your event as a reference and confirm it with us, so we can identify it.

2.2 Non-payment of any fees owed within 30 days after the date of the event will result in legal action.

3.1 Covid-19 (Corona Virus): If the client or The Hush Club has to cancel the booking due to Covid-19 as per the terms below (4.4, 4.4.1, 4.4.2 & 5.1), then The Hush Club will hold the deposit paid and it can be used for either a re-booking of the event or used for another event. (To be used within 6 months). If no re-booking is made then The Hush Club reserves the right to withhold the reservation fee.

3.2 Overtime Charge: Any extension to the agreed timescale will be charged in addition to the booking fee of up to £100 per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended entertainment.

4 Cancellation: The Client shall have the right to cancel the booking by serving upon The Hush Club not less than 28 clear days' notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance reservation payment will be forfeited.

4.1 Cancellation Fee 1: A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.

4.2 Cancellation Fee 2: A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.

4.3 Cancelation fee 3: The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

4.4 Covid-19 (Corona Virus): Sections 4.1, 4.2, 4.3 will not be enforced if:

4.4.1 The client or a member of the client's household has been diagnosed with Covid-19 or have been ordered to self-quarantine by a doctor or health professional (Proof will be required).

4.4.2 The venue, local authorities or government has banned social gatherings. (Proof will be required).

4.4.3 If the DJ has been diagnosed with Covid-19 or has to self-isolate, The Hush Club will endeavour in finding a replacement DJ on a like-for-like basis. If The Hush Club cannot find a suitable DJ, then the booking with The Hush Club will be cancelled and a full refund of the reservation fee and any others fees paid will be refunded in full.

5 Emergency Cancellation: In the unlikely event that The Hush Club is unable to attend personally, The Hush Club shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.

5.1 Force Majeure – The Hush Club will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

6 Setup and Take Down Times: The hirer will appreciate that suitable time for venue access, safe installation and dismantling, and safe removal of equipment from the venue is required in addition to performance time. Therefore, the hirer and venue will allow suitable time for the installation and dismantling, and removal of disco equipment (up to 120 minutes each side of the booking times unless otherwise stated). Please note: The Hush Club shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly/removal timescales.

6.1 Overtime: Performance time and ‘over time are restricted to a maximum of eight hours in a 24 hour period. Unless already agreed at the time of booking, the hirer agrees to make provision for suitable overnight accommodation to the satisfaction of the performer if booking time is exceeded.

6.2 Setting up and taking down: We can only set up if the performance area/function room is unoccupied and free from guests. Our equipment must be set up before guests arrive and if guests are already there we may not be able to set up. Stage, Dancefloor, and performance areas, must be free from obstacles and fully lit whilst set up and take down are in progress. Access to the loading area, doors, stairways must be clear when loading and unloading of equipment.

7 Sound Limiter: The hirer will inform The Hush Club prior to performance date confirmation of venue sound limiter installation. Please note The Hush Club reserves the right to decline entertainment at venues with a sound limiter installed.

8 Safe Venue Power Supply: The hirer ensures that they have verified venue power sources are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by the venue under LAW.

9 Public Liability Insurance: The Hush Club agrees to provide proof of Public Liability Insurance and certifications as required by the venue.

10 Licenses: The hirer will notify The Hush Club that all appropriate licenses as required by law are in force at the time of performance(s).

11 Safety & Security: The hirer agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and/or staff on-site premises. Please note: Where the function may include guests under the age of 16 years, the client, (or parent) is responsible for the behaviour and safety of any minors attending the venue. The client will provide and maintain adequate

adult supervision at all times. The Hush Club will not be liable for the supervision of minors.

11.1 Unwarranted Abuse or threatening behaviour from the hirer's guests or venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss to the DJ or The Hush Club.

11.2 Damage Compensation: The hirer agrees that compensation for any loss of or damage to performing DJ's equipment, vehicle(s), or personal belongings caused by the hirer's guests, venue customers, and or venue staff may be sought including any additional costs.

12 Start and Finish Times: The hirer agrees that the confirmed entertainment start and finish times as specified in the contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of The Hush Club and the management of the venue. See 3.1 for 'Overtime Charge'.

13 Playlists and Requests: The Hush Club will accept music lists and requests in advance of functions and will endeavor to play a reasonable number of the clients' chosen requests, provided such requests are submitted in writing before the event. The client also agrees that The Hush Club cannot guarantee the inclusion of any difficult to source, obsolete, or deleted titles either requested at the event or previously notified.

13.1 IMPORTANT: We do not allow guests to MC, Sing Songs, or Make Speeches unless this has been agreed upon prior to the booking confirmation.

14 Additional setup charge: Where the client requests that The Hush Club set up DJ equipment at an earlier time prior to the actual start of the function, the client acknowledges that a tiered charge may be made for this additional service and that this service will be subject to availability. In addition to any previously agreed charges, if The Hush Club should arrive at the client's venue at any earlier, pre-arranged time, and are unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the client shall be charged standing time at the hourly rate discretion of The Hush Club which must be settled in full before commencement of main entertainment.

14.1 Late access: The Hush Club will not be liable for any refund, in part or whole, where 'we are late accessing the venue and setting up purely because of earlier events over-running, or where 'we are prevented from accessing, setting up, or providing our professional services by the venue management. Neither will The Hush Club be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

14.2 Access and Parking: Where the venue does not have its own parking facilities, The Hush Club reserves the right to pass on any additional parking fees for a refund by the hirer. Please note: that in accordance with Health and Safety laws, The Hush Club will refuse to work at venues where illegal or hazardous parking is required in order to unload vehicles. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.

14.3 Winter Performances: The venue management and or hirer must ensure that all ice and snow is cleared from the entrance and exit to the venue, where the The Hush Club DJ / Staff are to unload and load their vehicles prior to and after

performances. Our staff are instructed not to unload or load until the access area is clear. If any injury occurs to The Hush Club staff / DJ or damaged equipment due to untreated snow and ice, we may seek compensation for injuries and or damage to equipment.

15 Space and Power Sharing: Where The Hush Club is engaged to work alongside a band, (or other entertainers) it is the client's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist. See 9.1

16 Marquee and Outside Venues: Where the event is being held in a marquee, the hirer will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 15 Metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow The Hush Club or contracted DJ to commence entertainment outdoors under any circumstances. The Hush Club accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

And finally...

If you would like further clarification of what any of the above means or you are unsure of any of our terms, please email The Hush Club at party@thehushclub.co