WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS

You can find everything you need to know about us, the Boom Group Ltd (CRN: 14532353), and our services on our website, or from our sales staff, before you order. We also confirm the key information to you in writing before you order either by email, or over the telephone.

WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when we accept your order, which may also be at checkout for online orders.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Equipment and services can vary slightly from their photos and/or description.
- If you have purchased our services online, or over the telephone, you have a legal right to change your mind.
- You can end an on-going contract (as outlined below).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products and services.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

WE ONLY ACCEPT ORDERS WHEN WE'VE CHECKED THEM

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We will contact you to confirm we've received your order and then again to confirm we've accepted it. The order will detail the services and your event date, which will include 'dry' hire and/or 'wet' hire equipment and services (or a mixture of both); and we will provide those services to you along with explaining the duration of the hire and associated charges for those services.

Payment is taken before an email confirmation of the order is sent to you. For online orders, order details are confirmed on our website prior to you accepting and paying for that order, after which these terms and conditions will come into force. Once the order has been placed then an email confirmation is sent in accordance with the above.

We are happy to advise or demonstrate equipment beforehand. However, it is your responsibility to ensure that what you have ordered / booked is suitable for your specific venue, use and event, including audio compatibility, signal range, and local interference.

DELIVERY

We will use reasonable endeavours to deliver our equipment and services to you by the agreed delivery date. For 'wet' hires and event production services, we may need to install equipment at your premises. If so, your duly authorised representative shall be present at the installation.

To facilitate delivery (and any installations where applicable), you shall provide all requisite materials, facilities and access to premises to enable delivery and installation to be carried out safely and expeditiously.

You agree to count and check all equipment within six (6) hours of delivery and notify us of any discrepancies. If this step is missed, our warehouse dispatch records will be considered the definitive record of what was supplied.

All equipment is tested before dispatch. If any items are non-functional on arrival, please notify us **before** your event begins. These items will not be chargeable. Clearly mark faulty items before return (e.g. label or bag them separately). If you do not test the system before the event, we cannot guarantee timely support or offer refunds for technical issues.

MUSIC

You shall be responsible for all necessary licences for the public or commercial performance, broadcast, or playback of music (live or recorded) and agrees to fully indemnify Boom Group against any claims, liabilities, or penalties that may arise from a failure to obtain such licences, or of any breaches of such licences.

SOMETIMES WE REJECT ORDERS

Sensitivity: Confidential

Sometimes we reject orders, for example, because equipment is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we can't verify your age (where any products are age-restricted), because you are located outside the UK, or because the equipment was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

WE CHARGE YOU WHEN YOU ORDER IN FULL PRIOR TO DISPATCH

Payment is taken before an email confirmation of the order is sent to you. For online orders, order details are confirmed on our website prior to you accepting and paying for that order.

However, for some equipment and services we take payment at regular intervals, as explained to you during the order process. You will not own any of the equipment supplied to you under hire, and such equipment shall, at all times, remain our property.

DEPOSITS AND DAMAGE

Products must be stored securely and used responsibly until they are collected. You shall be liable for any loss or damage while the products are in your possession.

For 'wet' hires (including the additional services of Boom Disco technical and event staff) we will retain responsibility for all transmission equipment in your care while on site and will provide operational support to you. However, responsibility for loss and damage to headsets will be your sole responsibility.

We reserve the right to charge a deposit payment in advance against any default by you of any payment under the contract and/or to cover any loss of or damage to the equipment. If you fail to make any payment under the contract, or you cause any loss or damage to the equipment (in whole or in part), we shall be entitled to use the deposit against such default, loss or damage.

Notwithstanding any other provision in these conditions, we reserve the right at any time to apportion such deposit as part-payment towards our equipment and services.

If any equipment is missing or unrepairable upon return, you agree to pay the following replacement fees (per item):

- Wireless Headphones – £45.00
- BG836 Transmitter – £50.00
- BG80 Pro Transmitter – £240.00
- BG003 Pro Transmitter - £240.00

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- Media Tablet – £150.00
- Karaoke Machine - £450.00
- Bubble Machine - £68.00
- Smoke Machine: £65.00
- Snow Machine: £71.00
- UV Batten: £42.00
- Premium Disco Light: £248.00
- Basic Disc Light: £110
- Adapter Cables and Other Small Cables (for example but not limited to: Jack, Lightening & USB-C/ RCA To Jack, Lightening & USB-C/ RCA / RCA to Jack / USB-C) – £5.00
- Extension Leads – £6.00
- Power Adaptor Plug (USB) - £6.50
- Power Adaptor plug (standard) - £12.00
- IEC Power Cable - £6.00
- RGB Remote Control - £5.00
- 16-Head Chargers – £24.99
- 48-Head Chargers – £125.00
- Other equipment (for example but not limited to: DJ equipment, AV equipment, Professional Lighting, microphones, PA systems) will be charged at standard retail price for new equivalent items.

It is your responsibility to ensure that all equipment post-event is present and correct. It will also be your responsibility to ensure that such equipment is clean, dry and repackaged in the original packaging in which it was supplied to you, securely sealed with the security tags provided by us.

WE CHARGE INTEREST ON LATE PAYMENTS

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If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

WE PASS ON INCREASES IN VAT

If the rate of VAT changes between your order date and the date we supply the equipment, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If our supply of your equipment is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us at: info@boomdisco.com to end the contract and receive a refund for any services you have paid for in advance, but not received.

PRODUCTS AND SERVICES CAN VARY SLIGHTLY FROM THEIR PICTURES

The equipment's true colour, dimensions, specification, control button position and/or function may not exactly match that shown on your device, in our marketing, or its packaging may be slightly different.

WE CHARGE YOU IF YOU DON'T GIVE US INFORMATION WE NEED OR DO PREPARATORY WORK AS AGREED WITH US

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do any required preparatory work for installation, as agreed with us. For example, we might need to re-deliver items, reschedule services or otherwise.

IF YOU BOUGHT ONLINE OR OVER THE TELEPHONE, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND

Your legal right to change your mind. For most of our services bought online, or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

Your legal rights

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14 days to change your mind, online, telephone, or mail order sales only.
You pay costs of return (if applicable).

When you can't change your mind. You can't change your mind about an order for:

- services, once these have been completed;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about our equipment hire and/or associated event production services, you must let us know no later than 14 days after the day we confirm we have accepted your order (provided that the date of your event is not within that 14-day period).

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: info@boomdisco.com.

We only refund standard delivery costs. For example, we don't refund any extra you have paid for express delivery or delivery at a particular time.

You have to pay for services you received before you change your mind. If you bought a service (such as our event production services) we don't refund you for the time you were receiving it before you told us you'd changed your mind.

We reduce your refund if you have used or damaged equipment. If you handle the equipment in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the equipment's condition is not "as new", the equipment is damaged or accessories are missing. In some cases, because of the way you have treated the equipment, no refund may be due. Our Customer Service Team (info@boomdisco.com) can advise you on whether we're likely to reduce your refund.

When and how we refund you. If your product is a service or goods that haven't been dispatched or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

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We reserve our right to charge you for any losses or damages we suffer arising out of, or in connection with, any missed collections or late returns of the equipment including any direct losses we suffer as a result of such equipment not being available for other customer events.

YOU CAN END AN ON-GOING CONTRACT (FIND OUT HOW)

We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team at: info@boomdisco.com.

YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR EQUIPMENT

If you think there is something wrong with your equipment, you must contact our Customer Service Team: info@boomdisco.com as soon as possible, and in any event, prior to the event taking place. We honour our legal duty to provide you with equipment that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights
If your product is **goods**, for example headphones, transmitters and any lighting equipment, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following: Up to 30 days: if your goods are faulty, then you can get a refund. If your product is **services**, for example event production services, the Consumer Rights Act 2015 says: You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. If a price hasn't been agreed upfront, what you're asked to pay must be reasonable. If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

WE CAN CHANGE PRODUCTS AND THESE TERMS

Changes we can always make. We can always change equipment:

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- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the equipment.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the equipment or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team (info@boomdisco.com) to end the contract before the change takes effect and receive a refund for any equipment you've paid for in advance, but not received.

WE CAN SUSPEND SUPPLY (AND YOU HAVE RIGHTS IF WE DO)

We can suspend the supply of certain equipment. We do this to:

- deal with technical problems or make minor technical changes;
- update the equipment to reflect changes in relevant laws and regulatory requirements; or
- make changes to the equipment (see section 'We can change products and these terms').

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, you can contact our Customer Service Team (info@boomdisco.com) to end the contract and we'll refund any sums you've paid in advance for equipment you won't receive.

WE CAN WITHDRAW EQUIPMENT

We can stop providing equipment, such as an ongoing service, and refund any sums you've paid in advance for equipment which won't be provided.

WE CAN END OUR CONTRACT WITH YOU

We can end our contract with you for the supply of equipment and claim any compensation due to us (including enforcement costs) if:

- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the equipment or services;
- you don't, within a reasonable time, either allow us to deliver the equipment to you or collect it from us. If you have said you will collect equipment but you don't do this on the agreed collection date then (unless the equipment is made to your specifications) we treat your order as cancelled and refund the purchase price subject to the 'Cancellations' section below.

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WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR EQUIPMENT

We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control**. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action.

To the extent that you use equipment for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the equipment and services and all claims for loss of profit or indirect or consequential loss are wholly excluded.

CANCELLATIONS

Subject to your legal rights to change your mind within 14 days of purchasing our services, if you wish to cancel the services (including the delivery of any associated equipment) prior to the commencement of the services, you must give notice of your intention in writing to us and you will be subject to pay us the cancellation charge associated with the relevant cancellation period, as set out below, plus any charges and additional costs incurred by Boom Group, but which are unrecoverable, for the provision of any specialist equipment and/or services:

Cancellation Period	Cancellation Charge
30 days or more prior to the commencement of the Rental Period	No charge
Between 14 and 29 days prior to the Commencement Date	50% of the total hire charges
Between 13 and 3 days prior to the Commencement Date	75% of the total hire charges
Less than 72 hours prior to the commencement of the Rental Period	100% of the total hire charges

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WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice.

We reserve the right to take and use photographs and video footage of all events provided by us and you hereby agree to us using such material for promotional purposes only. You shall notify us as soon as possible if you do not agree to us using such material.

YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

Our complaints policy. Our Customer Service Team (info@boomdisco.com) will do their best to resolve any problems you have with us or our equipment and services.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint through the relevant website. If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

We can transfer our contract with you, so that a different organisation is responsible for supplying your equipment. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team (info@boomdisco.com) to end the contract within 3 days of us telling you about it and we will refund you any payments you've made in advance for equipment not provided.

We can also at any time subcontract or deal in any other manner with all or any of our rights under this contract and can delegate in any manner any or all of its obligations to any third party.

You can only transfer your contract with us to someone else if we agree to this.

Nobody else has any rights under this contract. This contract is between you and us and nobody else can enforce it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

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Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

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