needadisco.com Terms & Conditions of Service

Incorporating Privacy and Cookie Policies

The following document applies only to members of needadisco.com – i.e. those who pay a subscription in order to advertise on the website.

INTRODUCTION

“needadisco.com” (“needadisco”, “we”, “our”) is a trading name of VectisVibe, of 30 Craigmore Road, PA20 9LB UK email compliance@needadisco.com. This information is provided in accordance with the Electronic Commerce (EC Directive) Regulations 2002.

https://www.needadisco.com is the internet uniform resource locator (“URL”) for a website advertising the third party services of event and entertainment providers, primarily mobile disco companies, in the UK. needadisco acts as an introduction service only, linking entertainment suppliers (“members”) with other third parties seeking entertainment services (“users”). needadisco does not act in the capacity of agent and no commission is charged. Any contractual relationships established as a result of introductions made via needadisco are strictly between third parties.

Membership of needadisco is by paid subscription and is at the discretion of VectisVibe at all times.

Whilst the needadisco website is accessible globally, we limit our membership and operations to businesses located in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Members (“You”, “Your”) agree to the following statement and terms & conditions.

We also operate a number of other websites onto which your details may optionally be placed at your discretion and the purpose of doing so is to drive traffic to your needadisco advertisement and to our quote request process. If you choose to have your details added to our wider website portfolio these Terms & Conditions of Service extend to those websites in addition to needadisco.

SECTION ONE – Membership Entitlement

needadisco offers a range of Basic Subscription types:

- “Free” – a restricted set of tools and limited presentation on our websites, this is the default state for expired paid subscriptions prior to account deletion where no cancellation instruction has been received
- **“Legacy”** – pre-paid annual memberships with a subscription rate fixed at a point in the past with a price promise commitment
- **“Standard”** – pre-paid annual or monthly direct debit funded subscriptions at our standard published rates which are subject to review at any time; these may be **“Unlimited”** or **“Credits Based”** and these types are detailed herein
- **“Professional”** – a special pre-paid annual subscription offering a range of additional functions and services

The functions and services offered vary according to subscription type and we reserve the right to amend these at any time.

1. Legacy, Standard and Professional subscriptions (or renewal thereof) (“Basic Subscription”)

Your payment is for a listing (“Public Facing Page”) on needadisco and for access to an online tool (“Member Dashboard”) with which to maintain the listing content (“account”, “profile”). Unlimited subscription rates are calculated based on the number of areas you tell us that you wish to be advertised in. These areas are defined by UK postcode boundaries. All annual pre-paid subscriptions have a renewal date of the 1st of the month - if you joined mid-way through a month, we will issue site credits equivalent to the amount unused and these will be automatically deducted from your next renewal or upgrade.

The listing and its presentation on our websites is the extent of the service provided by us to you in return for your basic subscription payment. The functions and services made available by us to you varies according to your subscription type.

We may, at our absolute discretion and subject to withdrawal or amendment at any time without prior notice, provide you with other, optional, free benefits at no additional charge, including, but not limited to:

- **Access to enquiries for services** you tell us that you offer in the areas you tell us that you cover
  - We may filter these enquiries based on the requirements of the enquirer (for example “must offer karaoke”) or based on optional filters you choose to configure (for example “do not send enquiries for weddings where the enquirer’s budget has been set at less than £200”)
  - By not opting out of receiving such enquiries, you accept that in order to help future enquirers decide which is the most appropriate service provider for their requirements, that needadisco will operate a secure feedback system and publish feedback received against your listing(s) and that any feedback received will be assigned to the needadisco account holder irrespective of employees or subcontractors used
- Listings on other relevant websites in our wider portfolio
- Summary details of your service offering, based on your listing, used in search tools throughout the website(s) on which your listing(s) is/are featured
- In order to help enquirers identify the most relevant service providers for them, members will be ranked using a scoring mechanism the details of which will not be published; the
outcome of which will be the display order of matching service providers in searches and ranking lists published on site(s) on which your listing(s) is/are featured. You may also be granted an optional award level via the DJmark Awards scheme (“DJmark”) hosted at https://www.djmark.org, based on various proof points demonstrated (for example, current PLI, current PAT, issuing of Terms & Conditions / contracts etc.) and maintained in accordance with the published DJmark requirements / criteria.

You agree that VectisVibe shall not be liable for any losses or damages (including without limitation consequential loss or damage) whatsoever from the use of, or reliance on, the needadisco website and any other websites in the VectisVibe portfolio on which your details may be published, or from the use of the internet generally. Any links provided to other websites do not constitute an endorsement or an approval by VectisVibe of any products, services, policies or opinions of the organisation or individual. You subsequently confirm your understanding that your participation in the needadisco website and any other websites in the VectisVibe portfolio on which your details may be published is entirely optional and can be rescinded by you at any time or by us at any time without prior notice or consideration in accordance with our refund policy (see Section 22).

2. FREE Listings

Your membership is for a limited listing (“Public Facing Page”) on needadisco and for access to an online tool (“Member Dashboard”) with which to maintain the listing content (“account”, “profile”). No payment is charged for a FREE listing however we reserve the right to modify the provision of, or withdraw completely, FREE listings at any time without recourse. The number of areas you may advertise in is fixed at the number paid for in your most recent subscription and this cannot be altered. These areas are defined by UK postcode boundaries. This listing and its presentation on our websites is the extent of the service provided by us to you.

We may, at our absolute discretion and subject to withdrawal or amendment at any time without prior notice, provide you with access to other functions and services at no charge.

FREE listings are only made available to recently expired paid subscribers and for a maximum of 3 calendar months. After this time all details will be permanently deleted from our database.

Any FREE listing whose associated email address returns errors, including SPAM reports, will be considered unwanted and subject to immediate deletion.

3. Public Page Redirection

You agree that access to this optional facility is provided at our discretion. Access to this facility is not available to subscribers paying by direct debit.

If we decide to offer this facility to you, you may pay an additional subscription fee to automatically redirect visitors of your needadisco Public Facing Page to another URL of your choice, typically your own website.
This is referred to as an “in-service upgrade” and is timed to coincide with your Basic Subscription. If you add this upgrade mid-way through your Basic Subscription period we will issue site credits equivalent to the amount unused and these will be automatically deducted from your next renewal or upgrade. If, at the time of adding an in-service upgrade your Basic Subscription expiry date is more than 12 months away, this date will be recalculated and adjusted based on the effective monthly rate for the Basic Subscription and all in-service upgrades combined. Any remainder will be returned as site credits equivalent to the amount unused and these will be automatically deducted from your next renewal or upgrade.

4. Additional Postcodes

You agree that access to this optional facility is provided at our discretion.

If we decide to offer this facility to you, you may increase the number of areas in which we advertise your service by subscribing to additional postcode areas. This is referred to as an “in-service upgrade” and is timed to coincide with your Basic Subscription. If you add this upgrade mid-way through your Basic Subscription period we will issue site credits equivalent to the amount unused and these will be automatically deducted from your next renewal or upgrade. If, at the time of adding an in-service upgrade your Basic Subscription expiry date is more than 12 months away, this date will be recalculated and adjusted based on the effective monthly rate for the Basic Subscription and all in-service upgrades combined. Any remainder will be returned as site credits equivalent to the amount unused and these will be automatically deducted from your next renewal or upgrade.

5. Sponsored Advertising (“Postcode Banners”, “Featured Disco Slots”)

You agree that access to these optional facilities is provided at our discretion.

We offer additional on-page advertising opportunities which members may optionally pay for. All are offered on a first-come, first-served basis on a month-by-month sponsorship and can be pre-booked up to two years in advance. When purchasing sponsored advertising, you acknowledge the following:

- **Postcode Banners** allow a 468x60 GIF image to be displayed on the majority of needadisco web pages which feature DJs or Venues in the postcode area being sponsored, with a link to an external URL, with or without the HTML “nofollow” rule assigned. Separate acceptability criteria are published for these graphics. We may, at our discretion, extend the publication of postcode banners to other relevant websites in our portfolio.

- **Featured Disco Slots** allow a 300x300 GIF image to be displayed on the needadisco quote request form for enquiries within the postcode area being sponsored, with a link to an external URL, with or without the HTML “nofollow” rule assigned. Separate acceptability criteria are published for these graphics. We may, at our discretion, extend the publication of featured disco slots to other relevant websites in our portfolio.
You agree that VectisVibe shall not be liable for any losses or damages (including without limitation consequential loss or damage) whatsoever from the use of, or reliance on, the needadisco website and any other websites in the VectisVibe portfolio on which your details may be published, or from the use of the internet generally. Any links provided to other websites do not constitute an endorsement or an approval by VectisVibe of any products, services, policies or opinions of the organisation or individual. You subsequently confirm your understanding that your participation in the needadisco website and any other websites in the VectisVibe portfolio on which your details may be published is entirely optional and can be rescinded by you at any time or by us at any time without prior notice or consideration.

SECTION TWO – Member Code of Conduct

The purpose of the Code of Conduct is to require all members of needadisco to share a common commitment through a statement of ethical practices to promote the highest possible standards of professional conduct and improve the public’s perceived image of the Mobile DJ in the UK.

You agree to:

• Comply with all relevant laws, codes and regulations in the undertaking of your business
• Protect the public against fraud and unfair trade practices
• Present all product and service marketing honestly without misrepresentation, plagiarism or “passing off”
• Hold all licences which are legally required
• Provide a safe working environment for all staff and employees
• Conduct yourself in a proper manner, so as not to bring needadisco into disrepute
• Maintain confidentiality with regards to information provided in good faith by needadisco
• Provide proper, fair and reasonable service to customers and prospective customers
• Comply with all fair and reasonable contractual obligations
• Recognise that other members may compete for business within lawful practice
• Provide clear information to customers and prospective customers if operating as an entertainment or employment agency

Compliance with this Code of Conduct is a condition of needadisco membership and does not represent or limit the entire scope of acceptable behaviour.

SECTION THREE – General Terms and Conditions

1. Your relationship with VectisVibe

1.1 Your use of VectisVibe provided software, services and web sites (“Service(s)”), excluding any services provided to you by VectisVibe under a separate written agreement, is subject to the terms of a legal agreement between you and VectisVibe, summarised below.
1.2 Unless otherwise agreed in writing with VectisVibe, your agreement with VectisVibe will always include, at a minimum, the terms and conditions set out in this document (the “Terms”).

1.3 The Terms form a legally binding agreement between you and VectisVibe in relation to your use of the Services. It is important that you take the time to read them carefully.

2 Acceptance of the Terms

2.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

2.2.1 agreeing to the Terms in the user interface for any Service; or
2.2.2 paying a subscription renewal fee to extend membership; or
2.2.3 by actually using the Services. In this case, you understand and agree that VectisVibe will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with VectisVibe, or (b) you are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you use the Services.

3 Language

3.1 VectisVibe offers all of its Services in the English language only.

4 Provision of Services by VectisVibe

4.1 VectisVibe is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that VectisVibe provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that VectisVibe may stop (permanently or temporarily) providing the Services (or any features within the Services) to you generally at VectisVibe’s sole discretion, without prior notice to you.

4.3 You may stop using the Services at any time. You do not need to specifically inform VectisVibe when you stop using the Services.

4.4 You acknowledge and agree that if VectisVibe disables access to your account, you may be prevented from accessing the Services, your account details or any other content that is contained in your account.
4.5 **You** acknowledge and agree that while VectisVibe may not currently have set a fixed upper limit on the number of transmissions **you** may send or receive through the **Services** or on the amount of storage space used for the provision of any **service**, or the level of support required by **you** as a user of the **service**, such fixed upper limits may be set by VectisVibe at any time, at VectisVibe’s discretion.

4.6 **You** acknowledge and agree that membership of any of VectisVibe’s **services** and inclusion on any advertising platforms we operate are entirely at the discretion of VectisVibe at all times. Acceptance of membership or advertising content from **you** is not a guarantee that a future renewal will also be accepted, and VectisVibe may, at any time, choose to revoke membership or advertising provision without explanation. In these circumstances a pro-rata rebate will be given in accordance with section 22, “Fees and Charges”.

4.7 **You** accept that all **services** provided by VectisVibe are on a ‘best endeavours’ basis and that any service level indicators shown are estimates only and cannot be relied upon.

4.8 **You** accept that official support for the needadisco platform is only available via our online support platform during published office hours, and that telephone support is not provided. **You** accept that **we** may monitor the level of support dependency and may suspend, curtail or withdraw any or all of our services should we consider this to be too high.

4.9 **You** agree than on occasion VectisVibe may need to temporarily suspend or curtail **services**. Wherever possible **we** will give at least two weeks’ notice of planned suspensions or curtailments, however this will not always be feasible especially where a suspension or curtailment is caused by reasons outside our control.

5  Use of **Services** by **you**

5.1 In order to access certain **Services**, **you** may be required to provide information about yourself (such as identification or contact details) as part of **your** continued use of the **Services**. **You** agree that any such information **you** give to VectisVibe will always be accurate, correct and up to date.

5.2 **You** agree to use the **Services** only for purposes that are permitted by (a) the **Terms** and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United Kingdom or other relevant countries).

5.3 **You** agree not to access (or attempt to access) any of the **Services** by any means other than through the interface that is provided by VectisVibe, unless **you** have been specifically allowed to do so in a separate agreement with VectisVibe.

5.4 **You** agree that **you** will not engage in any activity that interferes with or disrupts the **Services** (or the servers and networks which are connected to the Services).
5.5 Unless you have been specifically permitted to do so in a separate agreement with VectisVibe, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services or any third party work received as a result of using the Services for any purpose.

5.6 You agree that you are solely responsible for (and that VectisVibe has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which VectisVibe may suffer) of any such breach.

5.7 Specifically, in relation to user enquiries (a.k.a. ‘Leads’) provided through needadisco where third party personal details may be shared, you agree that:

5.7.1 You will NOT further distribute the details of the lead outside of your own organization:
  5.7.1.1 If you have told us you are a SOLO OPERATOR then you are not authorized to share details of leads with anyone else;
  5.7.1.2 If you have told us you are a SOLO OPERATOR that is assisted by others in a voluntary or paid capacity, you are not authorized to share details of leads with anyone else except your own administrative staff;
  5.7.1.3 If you have told us you are a MULTI-OP that runs multiple equipment rigs and employs the services of other DJs and/or roadcrew to man them, either on a commission or salaried basis, then you are only authorized to share details of leads with your regular DJs, and only once you have confirmed the ‘win’;
  5.7.1.4 If you have told us you are an AGENCY that outsources work to DJs or artistes who use their own equipment, usually on a commission basis, then you are only authorised to share details of leads with the artiste(s) you intend to subcontract to, and only once you have confirmed the ‘win’. Specifically, the person you subcontract will be an individual and not a representative of another MULTI-OP or AGENCY who may further distribute these details;
  5.7.1.5 Where your business operates in multiple categories, even if only occasionally, then the “lowest common denominator” principle will apply. For example, if you usually operate as a SOLO OPERATOR but occasionally outsource a booking, then you are defined as an AGENCY whether or not a commission is charged;

5.7.2 needadisco may at its absolute discretion modify the business category you are classified under should relevant evidence come to light that your mode of operation does not match the category currently selected by you, and that any appeals against such modifications will only be considered on receipt of written assurances from you to the contrary;

5.7.3 Outside your own organisation, you will not recommend DJs or entertainers that are not needadisco members to our enquirers.

5.7.4 You will not place any of the details provided in respect of enquiries into the public domain.

5.7.5 The private user details provided will not be used for any purpose other than pursuing the lead with the intent to supply the services indicated, and will be stored and processed in accordance with the requirements of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

5.7.6 The Status Update tool will be used to confirm your intentions in respect of leads so that live customer status data may be accurately maintained by us.
5.7.7 Enquiries which you subsequently convert but subsequently cannot fulfill will be re-advertised only via the needadisco.com referrals process except where the point of realization that fulfillment cannot be achieved and the date of the event is 3 days or fewer.

5.8 You acknowledge that the use of needadisco for anti-competitive practices (for example, price checking competitors by placing bogus quote requests) is strictly prohibited and may result in site ranking reduction, account suspension or termination at the VectisVibe’s discretion.

5.9 You acknowledge that a process exists, referred to in documentation as ‘Referral’, whereby members may request quotations via the site whilst clearly highlighting their identity. This process allows members to find cover from or subcontract work to other site members.

5.10 You agree that:

5.10.1 You will not place quote requests without using the correct referral process.
5.10.2 You will not attempt to close quote requests unless as a result of using the correct referral process.
5.10.3 You will not attempt to subvert the feedback process by leaving feedback for your own bookings, or colluding with other third parties to do the same.
5.10.4 Absolute proof of 5.10.1, 5.10.2, 5.10.3 may result in a reduction in site ranking, temporary membership suspension or account termination at VectisVibe’s sole discretion.
5.10.5 Investigations into potential feedback tampering may result in delays in assigning legitimate feedback to your account.
5.10.6 VectisVibe may employ a number of tracking and logging techniques
5.10.7 VectisVibe may place occasional test enquiries by way of quality control monitoring, and that anonymised versions of the data received may be published for training and information purposes.

5.11 Specifically, in relation to paid membership of needadisco and DJmark Awards issued as a result of said membership:

5.11.1 You accept that the DJmark Awards scheme is not a legally recognised accreditation; it is a scheme operated by VectisVibe which provides a method of comparing the perceived quality of participants predominantly through adherence to accepted mobile disco industry best practices and based on feedback from former clients and venues.

5.11.2 You accept that DJmark Awards are granted to participating needadisco members that meet certain criteria, which are clearly published by VectisVibe via the www.djmark.org domain, and which are varied from time to time to ensure their continued effectiveness. The DJmark Awards take the form of an electronic document (a “creative”) which may be published by the recipient on a website of their choice with a hot URL linking to a detailed and assessment page published on the needadisco website.

5.11.3 You accept that DJmark Awards, where granted, are issued in the name of the needadisco basic subscription account holder only irrespective of the number of employees or subcontractors used, and that all contributing factors making up the DJmark Awards qualifying criteria apply only to the needadisco basic subscription account holder irrespective of the employee or subcontractor used.

5.11.4 You accept that where planned changes are made to the DJmark Awards scheme, the qualifying criteria, or the rules pertaining to membership of the scheme, these will be
published to all members of needadisco no less than 30 days prior to the introduction of the change.

5.11.5 You understand that if you do not wish to participate in the DJmark Awards scheme you may choose to opt out at any time.

5.11.6 You accept that termination or temporary suspension of your Basic Subscription will also automatically cancel any associated DJmark Awards.

5.11.7 You accept that DJmark Awards, once granted, will be reviewed regularly to ensure that the grant conditions remain met. The level of award may be adjusted accordingly, or the award may be withdrawn temporarily or permanently if the basic level requirements are not met.

5.12 Should you have (or develop during your membership) a temporary or permanent disability that prevents typical use of a computer display, keyboard and mouse or similar input device, for example limited vision or manual dexterity issues, you may request that the VectisVibe admin team perform configuration updates on your behalf. Such requests will be handled via email, and your instructions will usually be applied within one working day of receipt unless there are enquiries raised.

6 Passwords and Account Security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to VectisVibe for all activities that occur under your account.

6.3 If you become aware of any unauthorised use of your password or of your account, you agree to notify VectisVibe immediately.

7 Privacy and Personal Information Policy

7.1 The United Kingdom Data Protection Act 1998 and the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/679) provides the framework that defines how personal information can be used. VectisVibe is fully committed to compliance with the relevant legal requirements and will protect any information collected from you diligently. Any personal information that you provide to VectisVibe is used only with your express knowledge and permission for the purpose intended.

VectisVibe is the controller responsible for your personal information. We have appointed a Data Protection Lead who is responsible for overseeing questions in relation to these terms. Should you have any questions relating to these terms, including requests to exercise your legal rights, please contact us via the email address compliance@needadisco.com.
You have the right to make a complaint regarding our use of your personal information by contacting the Information Commissioner’s Office (ICO) who are the UK supervisory authority for data protection issues (ico.org.uk).

7.2 On receipt of any reasonable request with supporting identification, VectisVibe will provide you with a copy of the information we hold about you. Inaccurate or misleading data will be corrected as soon as possible after it is brought to our attention. Please allow one calendar month for your request to be actioned. No fee is usually charged for this activity, however we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive.

7.3 You agree to the use of your data in accordance with VectisVibe’s privacy policies.

7.4 With specific reference to the GDPR:
7.4.1 VectisVibe does not collect or process “sensitive” data that is subject to GDPR
7.4.2 VectisVibe does collect and/or process other personal information subject to GDPR, specifically:
7.4.2.1 Your full name (although this may be a stage name, at your discretion)
7.4.2.2 Your registered business address
7.4.2.3 Your business email address
7.4.3 This personal information is not shared with third parties except where legally required by order of a legitimate agency except your name which is shown to users of the websites on which you choose to be advertised
7.4.4 This personal information is stored by us during the life of your membership and indefinitely after expiry of your membership unless you specifically exercise your ‘right to be forgotten’ by writing to compliance@needadisco.com.
7.4.5 Additional optional personal information may be supplied by you to supplement your presence on needadisco and other websites operated by VectisVibe that you subscribe to. This is typically, but not limited to:
7.4.5.1 Business telephone numbers
7.4.5.2 Alternative business email addresses
7.4.5.3 Descriptive text and imagery to advertise your business
7.4.6 This additional optional personal information is not required in order to operate your membership but if it is provided it will be dealt with in the same way as all other personal information.
7.4.7 Personal information supplied to VectisVibe is stored on computers located within the UK.
7.4.8 The legal basis on which we store and process your personal information is performance of contract.

7.5 You agree to our use of cookies. Cookies are tiny text files stored on the device you use to access VectisVibe websites and are essential to the effective operation of the website. The information stored in cookies cannot be used by third parties to identify you personally. Cookies do not contain any confidential information.

7.6 You agree to our use of third-party cookies. In common with most websites, we use an analytics product provided by Google, the operation of which requires the use of cookies. Our website also uses embedded widgets from companies such as Facebook, Twitter, YouTube and Flickr in
order to show additional content and enhance your presence on our website by using media and content that you have posted elsewhere. These widgets may require the use of third-party cookies.

8 Services Content

8.1 You understand that all information (such as data files, written text, images etc.) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content”.

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to VectisVibe (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by VectisVibe or by the owners of that Content, in a separate agreement.

8.3 VectisVibe reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. Content accepted for publishing is at the absolute discretion of the site owner.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that VectisVibe has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which VectisVibe may suffer) by doing so.

9 Proprietary rights

9.1 You acknowledge and agree that VectisVibe own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by VectisVibe and that you shall not disclose such information without VectisVibe’s prior written consent.

9.2 Unless you have agreed otherwise in writing with VectisVibe, nothing in the Terms gives you a right to use any of VectisVibe’s trade names, service marks, logos, domain names, and other distinctive brand features.
9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with VectisVibe, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and VectisVibe’s brand feature use guidelines as updated from time to time.

9.4 Other than the limited license set forth in Section 11, VectisVibe acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with VectisVibe, you agree that you are responsible for protecting and enforcing those rights and that VectisVibe has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorised to do so in writing by VectisVibe, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10 Licence from VectisVibe

10.1 VectisVibe gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by VectisVibe as part of the Services as provided to you by VectisVibe (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by VectisVibe, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by VectisVibe, in writing.

10.3 Unless VectisVibe has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11 Content licence from you

11.1 By uploading content for display on any VectisVibe website(s) you are granting VectisVibe a non-exclusive, free of charge, perpetual worldwide license to use, reproduce, have reproduced, distribute, communicate and make available in any method and in any and all media including to the public, copy, display, modify and adapt the content. You agree to indemnify and keep
indemnified VectisVibe from and against all costs (including the costs of enforcement), expenses, liabilities, direct, indirect and consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgements which VectisVibe incurs or suffers as a consequence of any claim or allegation from a third party that the content infringes or is likely to infringe on a third party’s intellectual property rights. If you are not sure whether you have the rights to upload particular content, do not upload it. Be aware that we may adapt the content and that we will not provide attribution. If your licence terms do not permit this, you will not upload the content.

12 Updates and Changes

12.1 The Software which you use may be updated from time to time by VectisVibe. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to this policy as part of your use of the Services.

13 Terminating your relationship with VectisVibe

13.1 The Terms will continue to apply until terminated by either you or VectisVibe as set out below.

13.2 If you want to terminate this agreement with VectisVibe, you may do so by notifying VectisVibe at any time. Your notice should be sent, in writing, to VectisVibe’s address which is set out at the beginning of these Terms, or registered via the online support service.

13.3 VectisVibe may at any time, terminate its legal agreement with you if:
13.3.1 you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
13.3.2 VectisVibe is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
13.3.3 VectisVibe is transitioning to no longer providing the Services to users in the country or area in which you are based or from which you use the service; or
13.3.4 the provision of the Services to you by VectisVibe is, in VectisVibe’s opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect VectisVibe’s rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and VectisVibe have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 21.7 shall continue to apply to such rights, obligations and liabilities indefinitely.
14 Exclusion of Warranties

14.1 The Services are provided “as is” and VectisVibe gives you no warranty with respect to them.

14.2 In particular, VectisVibe and its Subsidiaries do not represent or warrant to you that:

14.2.1 your use of the Services will meet your requirements,
14.2.2 your use of the Services will be uninterrupted, timely, secure or free from error,
14.2.3 any information obtained by you as a result of your use of the Services will be accurate or reliable, and
14.2.4 that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

14.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

14.4 Nothing in the Terms shall affect your statutory rights and that you cannot contractually agree to alter or waive.

15 Limitation of Liability

15.1 Nothing in these Terms shall exclude or limit VectisVibe’s liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, VectisVibe and its licensors shall not be liable to you for:

15.2.1 any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
15.2.2 any loss or damage which may be incurred by you as a result of:
15.2.2.1 any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;
15.2.2.2 any changes which VectisVibe may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
15.2.2.3 the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
15.2.2.4 your failure to provide VectisVibe with accurate account information;
15.2.2.5 your failure to keep any password or account details secure and confidential;

15.3 The limitations on VectisVibe’s liability to you in paragraph 15.2 above shall apply whether or not VectisVibe has been advised of or should have been aware of the possibility of any such losses arising.
16  Copyright and trade mark policies

16.1  It is VectisVibe’s policy to respond to notices of alleged copyright or trade mark infringement that comply with applicable international intellectual property law and to terminating the accounts of infringers.

17  Advertisements

17.1  Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2  The manner, mode and extent of advertising by VectisVibe on the Services are subject to change without specific notice to you.

17.3  In consideration for VectisVibe granting you access to and use of the Services, you agree that VectisVibe may place such advertising on the Services.

18  Discretionary In-Service Benefits for paid Members

18.1  Membership of DJmark is offered free of charge to qualifying Legacy, Standard and Professional subscribers of needadisco

18.1.1  Subscribers who do not wish to participate in the DJmark Awards scheme may opt out at any time by giving notice of such.

18.1.2  The DJmark Awards scheme is made up of 4 levels of award – Silver, Gold, Platinum and Diamond. The entry point is a Silver Award. Once this has been achieved, there are further requirements to achieve higher awards.

18.1.2.1  Silver DJmark Awards are offered to members who can show proof of holding a current suitable PLI policy in their own name and at their declared business address, a recent PAT schedule issued within the previous 12 months (or in the case of self-certifying members, proof of competence and test device calibration undertaken within the 12 month period prior to the latest submitted test results ), a ProDub Licence or suitable disclaimer, and a suitable sample set of terms and conditions supplied to customers. You agree that we can solicit feedback from your clients sourced via needadisco and withdraw the award should you consistently fail to supply such documentation for work sourced via our websites, and that you have no right of appeal within this process. We currently define ‘consistent’ as occurring on more than 50% of all jobs sourced via our websites since the inception of membership. You also agree to service enquiries supplied by us on a frequent basis such that a backlog of more than 100 enquiries is not reached. DJmark awards will not be issued to members that have not provided any or all of the following: a tagline, a brief
description of their services, a headline logo/picture which will be used to enhance the member’s listing.

18.1.3 Gold DJmark awards are offered to Silver award holders that have held their award for at least 90 consecutive days, that maintain the Silver award issuing criteria and that have received at least one verified positive feedback report for work sourced via our websites and maintain a positive to negative feedback ratio of at least 5:1. Gold awards will not be issued unless a full verifiable geographical address is provided (this is not shared publicly).

18.1.4 Platinum DJmark awards are offered to Gold award holders that have held their award for at least 90 consecutive days, who maintain the Silver and Gold award issuing criteria and that have provided a suitable (in our opinion) sample Health & Safety Method Statement covering their mobile disco activities, and three sample Risk Assessments which meet the specific requirements published in our online help guide www.needadisco.com/help. Holders agree to provide ongoing Risk Assessments for all work sourced via our websites. Finally, Platinum members must maintain a positive to negative feedback ratio of at least 10:1.

18.1.5 Diamond DJmark awards are offered to members that have held a DJmark award at any level for two full years without interruption exceeding 7 days. Holders must also have supplied a documented complaints procedure, and maintain all the criteria for the issuing of Silver, Gold and Platinum awards. Diamond members must maintain a positive to negative feedback ratio of at least 20:1.

18.1.6 DJmark Award holders will be advertised on djmark.org, www.needaweddingdisco.com and www.needakidsdisco.com at no extra charge. Holders will be opted in by default should they meet all entry requirements in force at that time.

18.2 Membership subscription rates are calculated based on the average amount of “fair use” administrative effort required to manage a typical account. VectisVibe reserves the right to levy additional administrative fees where demand significantly exceeds the average and this will be notified in advance with the option to terminate the listing at no charge.

19 Other content

19.1 You accept that the Services may include hyperlinks to other websites or content or resources and that VectisVibe has no control over any websites or resources which are provided by companies or persons other than VectisVibe.

19.2 You acknowledge and agree that VectisVibe is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3 You acknowledge and agree that VectisVibe is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.
19.4 VectisVibe actively seeks feedback, reviews, comments and multimedia using a variety of
direct and indirect methods including social media networks. In advertising any service or
product on any of our websites, you accept that comments may be made about your
organisation by third parties and made visible via our website(s) to the general public. You
acknowledge that VectisVibe takes no responsibility for the content of such comments and will
not mediate in any disputes arising. You accept that VectisVibe may moderate such feedback as
it sees fit.

20 Changes to the Terms

20.1 VectisVibe may make changes to the Terms from time to time.

20.2 You understand and agree that if you use the Services after the date on which the Terms
have changed, VectisVibe will treat your use as acceptance of the updated Terms. The current
Terms may be viewed at any time at https://www.needadisco.com/TOS-members.pdf

21 General legal terms

21.1 Sometimes when you use the Services, you may (as a result of, or through your use of the
Services) use a service or purchase goods, which are provided by another person or company.
Your use of these other services, software or goods may be subject to separate terms between
you and the company or person concerned. If so, the Terms do not affect your legal relationship
with these other companies or individuals.

21.2 The Terms constitute the whole legal agreement between you and VectisVibe and govern
your use of the Services (but excluding any services which VectisVibe may provide to you under
a separate written agreement), and completely replace any prior agreements between you and
VectisVibe in relation to the Services.

21.3 You agree that VectisVibe may provide you with notices, including those regarding changes
to the Terms, by email, or postings on the Services.

21.4 You agree that if VectisVibe does not exercise or enforce any legal right or remedy which is
contained in the Terms (or which VectisVibe has the benefit of under any applicable law), this
will not be taken to be a formal waiver of VectisVibe’s rights and that those rights or remedies
will still be available to VectisVibe.

21.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision
of these Terms is invalid, then that provision will be removed from the Terms without affecting
the rest of the Terms. The remaining provisions of the Terms will continue to be valid and
enforceable.

21.6 You acknowledge and agree that each trading style of VectisVibe shall be third party
beneficiaries to the Terms and that such other companies shall be entitled to directly enforce,
and rely upon, any provision of the **Terms** which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the **Terms**.

21.7 The **Terms**, and your relationship with VectisVibe under the **Terms**, shall be governed by Scottish law. **You** and VectisVibe agree to submit to the exclusive jurisdiction of the courts of Scotland to resolve any legal matter arising from the **Terms**. Notwithstanding this, **you** agree that VectisVibe shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

### 22 Fees and Charges

22.1 The provision of advertising or directory memberships by VectisVibe is deemed to be a ‘Business to Business (B2B) transaction under the Consumer Protection (Distance Selling) Regulations 2000 and the EU Alternative Dispute Resolution Directive. VectisVibe does not offer advertising to or accept advertising from consumers. As such refunds are not provided once service has commenced, except as detailed in section 22.2 below.

22.2 An ex-gratia 7-calendar-day “cooling off” period is offered on all of our **Paid Memberships** for new first-time users making annual payments in advance. If **you** wish to cancel **you** must inform us in writing of **your** decision within 7 calendar days of the date/time of your initial application. Cancellation is dependent upon **you** not having accessed any user personal information.

22.3 In the event of cancellation by **you** within the “cooling off” period detailed in 22.2 we will refund all monies paid minus an administration fee of £20.00 minus an amount equivalent to one calendar month’s service via the original payment method. If it is not possible to refund via the original payment means, other options will be provided. These options are PayPal or cheque drawn on a UK bank. The issuing of a cheque is subject to a further administration fee of £5.00 and a postage and packaging charge of £5.00 for UK-based addresses and £10.00 for overseas based addresses. Fees associated with the issuing of a PayPal payment will be borne by **you**. Where the total charges exceed the initial payment, no refund will be made.

22.4 In the event of a deliberate “chargeback” or similar payment reversal, advertising packages will be immediately suspended pending receipt of alternative payment. If not received within 48 hours, the original payment will be deemed void and the advertising package will be cancelled and the person, company and address blacklisted from future dealings with VectisVibe companies and partners. Any costs incurred by **vectisvibe** as a consequence of such an action will be pursued.

22.5 All **Basic Subscriptions** with pre-payment in advance run from the first day of the month in which they are accepted. Applications received at any other time of the month will result in a proportion of the subscription fee equivalent to the number of whole days not served being presented as a series of credits, which will be automatically redeemed against future purchases. These credits have no cash value.
If we provide you with access to unlimited enquiries generated by the website, these will be constrained to a certain number of postcode areas, defined by your subscription rate and selected by you. These enquiries are unlimited except for those that require a DJmark Award (until you acquire one) and those where the user has specifically requested something that you do not offer (or are pending approval of) at the point that the enquiry is processed. Additionally, needadisco offers a range of optional filters under your control that are designed to limit the enquiries offered to you based on various factors. Enquiries that are trapped by these optional filters are also excepted from those offered to you.

If we provide you with access to enquiries generated by the website on a credits basis, these enquiries are limited by the number of credits you hold at that time. We will share basic details about an enquiry before you commit credits to receive the full details. Credits may be ‘topped up’ at any time and any credits remaining at the end of a month will be carried forward indefinitely whilst your subscription remains active. If your subscription is ended, any remaining credits will be forfeited. If an enquiry is subsequently proven to be bogus, or the contact details provided by the site visitor are incorrect, any credits committed will be rebated automatically.

In the event of cancellation by VectisVibe at any time during the lifespan of the advertising or membership agreement, a pro-rata refund will be made.

All refunds due will be made within 28 days.

In the case of in-service upgrades, no “cooling off” period will apply. These transactions are deemed to be “Business to Business (B2B)” transactions under the Consumer Protection (Distance Selling) Regulations 2000 and the EU Alternative Dispute Resolution Directive.

Where VectisVibe continues to provide a Service beyond the agreed expiry date without authorisation from the advertiser, the advertiser will not be liable for any additional charges which ought to have incurred.

Advertisements and directory memberships are not transferable. Any request to change the account holder identity will be considered a cancellation and treated accordingly.

needadisco members may receive site credits in respect of various transactions, including, but not limited to, rebates for unused services (e.g. if joining a service mid-way through a calendar month) and referral bonuses. Credits are automatically deducted from future purchases but have no cash value should a member decide to terminate or lapse membership. However, should the accrued value of site credits grow to exceed the equivalent of one month’s membership, VectisVibe may at its discretion automatically convert equivalent site credits to a membership extension. If this happens you will receive a notification by way of confirmation.

Where applications to join needadisco are accepted on monthly direct debit payment terms, should the initial direct debit payment fail then any mandates and associated details will be automatically deleted. Should the initial payment succeed and then a subsequent payment fail, associated active accounts will be suspended whilst a retry takes place approximately 5 days after the first failure. Should the subsequent retry also fail, then it will be assumed that the
account is no longer required and the account along with any mandates will be deleted. You agree that VectisVibe is not liable for any bank charges associated with failed direct debit payments. In this situation the listing in question will revert to our Standard pre-paid annual subscription rate and fall immediately due for payment. Non-payment will see the listing downgraded to FREE listing status for a maximum of 3 calendar months before ultimate deletion.

22.15 Where applications to join needadisco are accepted on monthly direct debit payment terms, a “joining fee” will be requested, and a needadisco account will not be provided until cleared payment is received by our bank. Should the direct debit mandate not be set up within 7 working days following receipt of the joining fee, then it will be assumed that the account is no longer required and the listing downgraded to FREE status for a maximum of 3 calendar months before ultimate deletion.

Errors and omissions excepted.

Updated 17-07-2020 to include details about our Credits-Based Subscription

Updated 31-01-2020 to highlight the key differences between FREE, Legacy, Standard and Professional subscriptions. Plus other minor updates.


Minor update 24-05-2018 to include legal basis for the processing of personal information.

Minor update 01-03-2019 to include specifics for FREE listing account holders.