

ADAM SMITH MAGICIAN

TERMS AND CONDITIONS OF BOOKING

1. Definitions

"Performer" means Adam Smith Magician.

"Client" means the individual, company, organisation or person making the booking.

"Event" means the performance, engagement, function or occasion for which the Performer has been booked.

"Fee" means the agreed amount payable by the Client.

2. Booking and Contract

2.1 - A booking shall only be confirmed once the Performer has accepted the booking request and any required deposit has been received.

2.2 - Upon confirmation, a legally binding contract is formed between the Client and the Performer.

2.3 - These Terms and Conditions form part of every booking unless otherwise agreed in writing.

3. Fees and Payment

3.1 - The Client agrees to pay the Fee specified in the booking confirmation.

3.2 - A non-refundable deposit is required to secure the booking date.

3.3 - The remaining balance must be paid no later than 7-14 days before the Event unless otherwise agreed in writing.

3.4 - Failure to make payment by the due date may result in cancellation of the booking.

3.5 - The Performer is not VAT registered and therefore VAT will not be charged.

4. Cancellation by the Client

4.1 - The deposit is non-refundable in all circumstances where the Client cancels the booking.

4.2 - If cancellation occurs within 30 days of the Event, the Client shall be liable for 40% of the remaining balance.

4.3 - If cancellation occurs within 14 days of the Event, the full remaining balance becomes payable.

4.4 - Any cancellation must be made in writing by email.

5. Cancellation by the Performer

5.1 - In the unlikely event that the Performer is unable to attend due to illness, accident, family emergency, or circumstances beyond reasonable control, every effort will be made to provide a suitable replacement performer.

5.2 - If no suitable replacement can be arranged, all monies paid by the Client shall be refunded in full.

5.3 - The Performer's liability shall be limited to the total amount paid by the Client.

6. Event Requirements

6.1 - The Client shall provide safe and suitable working conditions for the Performer.

6.2 - The Performer must be given reasonable access to the venue and performance area.

6.3 - Any parking charges reasonably incurred by the Performer may be added to the booking unless otherwise agreed.

6.4 - The Client shall ensure the performance area is free from hazards and suitable for the agreed performance.

7. Delays

7.1 - If the Event is delayed through no fault of the Performer, the Performer will make reasonable efforts to accommodate the revised schedule.

7.2 - Where delays significantly affect the agreed performance time, the Performer reserves the right to shorten or amend the performance.

7.3 - The full Fee shall remain payable where delays are caused by the Client, venue, guests or third parties.

8. Behaviour and Safety

8.1 - The Performer reserves the right to terminate a performance immediately if subjected to threatening, abusive, discriminatory, aggressive or unsafe behaviour.

8.2 - In such circumstances the full Fee remains payable and no refund shall be due.

8.3 - The Client shall be responsible for the conduct of guests attending the Event.

9. Photography and Promotion

9.1 - The Performer may take photographs or videos during the Event for promotional purposes.

9.2 - Where practical, permission will be sought before using identifiable images of guests.

9.3 - If the Client does not wish photographs or videos to be used for promotional purposes, they must notify the Performer before the Event.

10. Substitute Performers

10.1 - The Performer reserves the right to provide a suitably qualified substitute entertainer if circumstances make this necessary.

10.2 - Any substitute performer will be of a professional standard comparable to the Performer.

11. Liability

11.1 - Nothing in these Terms and Conditions excludes liability for death or personal injury caused by negligence, fraud, or any liability which cannot legally be excluded.

11.2 - Subject to Clause 11.1, the Performer's total liability shall not exceed the total Fee paid by the Client.

11.3 - The Performer shall not be liable for indirect or consequential losses including loss of profits, reputation or business opportunity.

12. Insurance

12.1 - The Performer maintains Public Liability Insurance with a minimum cover of £5,000,000.

12.2 - Evidence of insurance can be provided upon request.

13. Force Majeure

13.1 - The Performer shall not be liable for failure or delay caused by circumstances beyond reasonable control including but not limited to:

- Severe weather
- Fire
- Flood
- Epidemic or pandemic
- Government restrictions
- Venue closure
- Industrial action
- Power failure
- War or civil unrest

13.2 - Where performance becomes impossible due to such circumstances, both parties shall work together in good faith to rearrange the Event where feasible.

14. Complaints

14.1 - Any complaint regarding the Services should be submitted in writing within 14 days of the Event.

14.2 - The Performer will investigate and respond within a reasonable timeframe.

15. Governing Law

15.1 - These Terms and Conditions shall be governed by the laws of England and Wales.

15.2 - Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.



Contact Details

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By paying the deposit or confirming the booking, the Client confirms acceptance of these Terms and Conditions.