

Jonnydoesmagic

ENTERTAINER SERVICES AGREEMENT



THIS AGREEMENT

BETWEEN:

- (1) Jonny Ritchie (a sole trader, whose registered office is at 46 Park drive close, Newhaven, East Sussex, United Kingdom, BN9 0RR.) and;
- (2) **The customer (“You”)**

WHEREAS:

- (1) I, Jonny Ritchie, provide Services at Events to clients who are “Consumers” (as defined by the Consumer Rights Act 2015) and have reasonable skill, knowledge and experience in that field.
- (2) You wish to engage myself to provide the Services for Your Event (as defined in Clause 1 below), subject to the terms and conditions of this Agreement.
- (3) I agree to provide the Services set out in this Agreement to You for the Event, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Booking”	means a booking (made as set out in this Agreement) for particular Services for an Event;
“Booking Form”	means the booking form provided by myself to you, containing details of the Services and the Event, including the start and finish times of the Services;
“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Business Day”	means Monday to Friday inclusive excluding bank and public holidays in England;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to this Agreement means an individual who receives or uses Services from myself for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit amount stated in the Booking Form, being on account of the Fees;
“Entertainer”	means myself or the person who I nominate to provide the Services;
“Event”	means any party or other event arranged by You and taking place at Your Premises of which the Services We provide for You form part;
“Fees”	means the total amount (calculated on the basis of Our Price List) payable for the Services;
“Our Premises”	means the premises at the above address

“Price List”	means the standard price list of Fees for Our Services. The list of Services and their prices is available on request.
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means magic performance
“We/Us/Our/Myself/I”	means the sole trader whose name is set out above and whose place of business and contact address
“You/Your”	means the individual adult person to whom We agree to provide any Services for all or part of an Event for the benefit of any person; and
“Your Premises”	means the premises which the Booking Form states will be the venue for the Event (at which We are to provide the Services) being premises which are either Your home or garden at Your home, or some other premises which You arrange to make available for the Event.

2. Unless the context otherwise requires, each reference in this Agreement to a Clause or sub-Clause is a reference to a Clause of this Agreement;
3. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
4. Words signifying the singular number shall include the plural and vice versa;
5. References to any gender shall include the other gender; and
6. References to “writing”, and any similar expression, includes letter and electronic communications whether sent by e-mail, text message, or other means.

2. Booking Procedure

1. You must be 18 or over and a “Consumer” to book any Services.
2. I will not reserve or guarantee any time/date slot to provide Services nor will I provide any Services unless and until You make a Booking and pay for them as follows unless agreed otherwise.
3. You may make a booking enquiry by phone or email or messaging via social media outlining the Services required and the date and place of the Event concerned. When I receive Your enquiry I will respond to let you know provisionally whether I am able to provide the Services that You require on the date, at the time, and at the place required, and We will also advise You of the Fees payable based on the information You have given myself, and I will ask you to complete the Booking Form. I will also provide you with a Booking Form.
4. If You would then like to proceed to make a Booking, You must within 2 Business Days after We have responded as stated in sub-Clause 2.3 fully complete and return/submit the Booking Form to Us that We previously provide to You and may also pay us the Deposit if required when you return/submit the completed Booking Form to Us, unless agreed otherwise.

5. You are responsible for making sure that the information on the Booking Form is accurate and complete. If You provide myself with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
6. If You communicate any matter or detail to myself other than in the Booking Form, it will not have any effect or form part of the Booking or the contract between you and I, whether or not You communicate that matter or detail in the enquiry form or in Your enquiry by phone or in person or in writing, unless We specifically agree in writing that it will apply to the Booking.
7. By completing and returning/submitting a copy of the booking form to myself signed by You, You confirm that you accept, and agree to be bound by, the terms and conditions of this Agreement.
8. Your return/submission of a Booking Form to myself, and Your payment of those Fees will be an offer to make a Booking on the terms and conditions of this Agreement for the particular Services and Event detailed in the Booking Form, but whether We accept or decline that offer will be for myself to decide in my absolute discretion.
9. I may at my discretion accept Your offer even if You have returned the completed Booking Form and paid the Deposit after expiry of the 2 Business Days period referred to in sub-Clause 2.4.
10. I will respond to Your offer within 2 Business Days after receiving Your Booking Form and Deposit by either accepting Your offer (i.e. confirming that I have made the Booking) or by declining it. If We decline it, We will at the same time refund Your Deposit to You in full and will explain why We have had to decline Your offer.
11. Only if and when You submit to myself Your Booking Form and pay the Deposit and We have responded by sending You written notice of confirmation of the Booking requested in the Booking Form will there be a "Booking" and only then will there be a binding contract between You and I.

3. Changes to Booking Details

You may request changes to your Booking at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but we shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change in accordance with the Price List, and will notify You of any such amendment to Fees within 2 Business Days of receiving the request to make the change, then:

1. If You accept the amended Fees, You may confirm the change and the amended Fees to myself in writing; or
2. If you are not willing to accept the amended Fees, You may confirm to myself in writing either that:
 1. You wish to receive the Services at the original Fees agreed and without the requested change; or
 2. You may cancel your Booking on and subject to the cancellation provisions in this Agreement.

If You do not let us have any of the above confirmations within 2 Business Days after I notify You of the amendment to Fees, the Booking shall remain unchanged and I will provide the Services at the original Fees agreed and without the requested change.

4. Fees and Payment

1. After You have paid myself the Deposit, if requested, You must pay myself the balance of the Fees in full and cleared funds by no later than 1 calendar day after the Event. Ideally before or on the date of event. Invoices will be sent via email along with the booking form.
2. You must pay the Fees for all Services that We fully and correctly provide to You.
3. You may pay Us the Fees for the Services using the following method:
 1. All banking details can be found on your invoice.
4. I may alter the prices throughout the year without prior notice, but if any prices increase between the time when You make a Booking and the date of the Event, the price increase will not apply to You and the Fees will therefore not increase for the Event on that date.
5. All prices of Services shown in the booking are inclusive of VAT.
6. If You state anything in the Booking Form which I am not aware of when I previously quoted the amount of Fees payable and I decide that it necessitates altering that Fee quote, I will advise You of the revised Fee amount and ask You whether You still wish to proceed. Unless You confirm that You do wish to proceed and You pay the revised Fee amount, I will not accept the Booking.
7. The Booking Form must state Your estimate of the number of people who will attend the Event, and the amount of the Fees payable will be based on that number as well as as distance and time needed as stated in the Price.
8. The calculation of the Fees will be based on time which will be spent at Your Premises, including parking, unloading, setting up/packing up, the period of time for which the Services are provided, all breaks taken by the Entertainer during that time, and their travelling time to and from Your Premises. I will advise You of the total amount of time I will need in addition to the time during which I provide the Services.

5. Cancellation of Services and Consumer Rights

1. You may cancel the Services without charge if You give myself at least 7 days prior notice of the cancellation. If You do so I will refund to You any sum(s) You paid in advance.
2. If You give Myself prior notice to cancel the Services but do not give myself at least 7 days prior notice of cancellation of the Services, I will be entitled to charge You for any net financial loss that I suffer due to Your cancellation, but that charge will be limited to an amount equal to the total Fees for the Services.
3. If, due to exceptional circumstances including, but not limited to, illness, accidents, or bereavement affecting either You or the person for whom the Event has been arranged, or Your inability to run the Event due to non-availability of the Event venue at Your Premises, You cancel the Services without giving Us at least 7 days prior notice, I will consider the circumstances and in my discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 5.
4. I may cancel the Services at any time before the time and date booked for the Services in the following circumstances:

1. I have agreed that a particular individual (named in the Booking Form) is to be the Entertainer to provide the Services, subject to sub-Clause 6.7, but that person becomes unavailable for any reason beyond my reasonable control and, in accordance with sub-Clause 6.7, I propose an alternative Entertainer who You do not wish to accept. If I do decide to cancel the Services in such circumstances I will refund to You in full the Fees You have paid Myself for the Services less any costs I have incurred specifically for the Services which We are unable to save or recover; or
 2. An event described in sub-Clause 8 below occurs and continues for more than 1 hour. If I do decide to cancel the Services in such circumstances I will refund to You in full the Fees You have paid Myself for the Services; or
 3. You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Myself as if, and to the same extent as You would be liable, if You had cancelled the Services under sub-Clause 5.3 at the time We cancel under this sub-Clause; or
 4. I find that you are not a "Consumer" (as defined in Clause 1 above). If I do decide to cancel the Services in such circumstances I will refund to You in full the Fees You have paid myself for the Services less any costs I have incurred specifically for the Services which I am unable to save or recover. If I cancel the Services in such circumstances I will have no liability to refund Fees or other liability for that cancellation except as above.
 6. Prices for the Services are subject to change from time to time but I will try to give You as much prior notice as possible of any such changes.
 7. I may immediately terminate provision of the Services if:
 1. any act or omission or conduct of any person(s) at the Event (whether that person is You or any other adult or minor in my reasonable opinion renders it unreasonable for the Entertainer to continue or it amounts to Your breach of this Agreement; or
 2. the venue is outdoors, and weather conditions make it unsafe, impracticable or unsuitable to provide the Services outdoors and You do not have a back up plan to use an indoor area at Your Premises.
- You will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.

8. Where the contract I make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 5.8, and they will be in addition to the rights given to You by the above provisions of this Clause 5. You may for any reason cancel a Booking during the 14 day period after the Booking is made, but if the Booking is for any Services to be provided on a date which is before the end of that 14 day period, and if You have expressly requested Myself to provide such Services in that 14 day period and I do so, You may not cancel those requested Services and You must pay for them in accordance with this Clause 5. If You request that Your Booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this sub-clause 5.8, and You have already made any payment(s) to myself for the Booking, I will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Services covered by that Booking that I have provided.

6. Further Details of My Obligations and Rights Relating to the Services

1. The following will apply to each Booking in addition to all details set out in this Agreement and in the Booking Form.

2. I will provide the Services:
 1. with reasonable skill and care;
 2. in accordance with all applicable statutory and regulatory requirements;
 3. in accordance with the description of the particular type of Services set out in the Booking Form and in any details relating to that particular type set out on my website; and
 4. in a format and with content which I decide unless We specifically agree in writing to any particular format and/or content in which case I will provide the Services in accordance with that agreement;
3. I will ensure that the Entertainer:
 1. has a satisfactory up-to-date DBS check where necessary; and
 2. is covered by public liability insurance cover for the provision of the Services.
4. The Entertainer will provide all required to provide the Services. I will not provide any food, drink, or other goods or materials as part of the Services.
5. Neither I nor the Entertainer will be responsible to control, discipline, behaviour or ensure the safety of any person(s) attending the Event.
6. I will ensure that all electrical equipment that I use is maintained to a professional standard, PAT tested and wherever possible, that backup equipment is available in the event of failure of my equipment.
7. If I agree that a particular named Entertainer is to provide the Services, I will use reasonable endeavours to provide that Entertainer. However, I will be entitled to arrange for an alternative Entertainer if for any reason the Entertainer agreed becomes unavailable at any time to provide the Services at the Event.
8. If at any time You ask the entertainer to begin any Services later than the time agreed for them as set out in the Booking Form (whether or not due to the Event beginning later than the time stated in the Booking Form), and consequently they have to begin the Services later than that agreed time, then, if the Entertainer arrives for the Event and is ready to provide the Services at or before the agreed time, I will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Booking Form.
9. If You request the Entertainer to stay beyond the agreed finishing time and they agree to do so, You will pay myself an amount of Fees calculated at a rate for the additional time they spend. I will give You an invoice for that amount within 1 Business Day after the Event. That invoice will be due and payable within 1 Business Day after We give it to You.
10. Where the total period of time agreed for the Entertainer to provide the Services (excluding setting up/packing up etc) exceeds 60 minutes, the Entertainer may if they wish, take a break of 10 mins approximately midway through, and that break period shall be included.
11. I will take account when providing the Services for any person(s) with additional requirements/needs that attend the Event (provided that you have made us aware of these needs prior to the Event) and will seek where reasonably possible to adapt the Services to meet the interests of such person(s).
12. I will take account when providing the Services of the number of people You estimate in the Booking Form will attend the Event. I will use all reasonable endeavours to adapt the Services if the number attending is fewer or greater than that estimate. If, despite using all reasonable endeavours, the Services prove to be unsatisfactory due to the actual number differing from Your

estimated number by more than 25% I will not be responsible for the Services being unsatisfactory for that reason and to that extent.

13. I will be responsible to remove all equipment / props /materials and other things which the Entertainer brings to Your Premises but not for cleaning up after the provision of the Services or for making sure that rubbish is disposed of or that Your Premises are left clean and tidy after the Services have been provided.
14. I will only make the Services available to a "Consumer" (as defined in Clause 1 above), and Your completion of a Booking Form will be deemed to be Your confirmation that You will be a "Consumer" in connection with any Booking by You.

7. Your Obligations

You must ensure that:

1. Your Premises are available for the Entertainer to provide the Services on the date of the Event as set out in the Booking Form and in good time before the scheduled start time for the Services so that the Entertainer can set up any necessary equipment;
2. where the venue at Your Premises for the Services is outdoors, You have a back up plan to use an indoor area at Your Premises where weather conditions make it impracticable or unsuitable to begin or continue the Services outdoors;
3. You are present throughout the time when We provide the Services;
4. Your Premises are safe and suitable for the Entertainer to provide the Services;
5. the following are available for the Entertainer at Your Premises on the date and during the hours of the Event:
 1. sufficient space at Your Premises to deliver the Services and for all attending the Event to sit comfortably and/or move about to engage in the activities provided by the Entertainer;
 2. such facilities, equipment and utilities as the Entertainer may reasonably require to provide the Services, including a power supply no more than 5 metres from the Entertainer's set up location;
 3. appropriate refreshments for the Entertainer if they will be at Your Premises for longer than 2 hours for the Event (including time engaged in parking, unloading, setting up/packing up equipment) unless, where such refreshments cannot be provided, you have notified that to myself at least 48 hours before the Event so that the Entertainer can make other arrangements;
6. the children attending the Event are properly supervised at all times by appropriate adults at a ratio of not less than 1 adult to no more than 15 children;
7. if any person(s) attending the Event have special needs or require special assistance which may affect their ability to take part in the Services, You must provide myself with full details of such special needs at least 7 calendar days before the Event. You are responsible for ensuring that such children are able to safely attend and engage in the Services;
8. neither You nor any other guest or other person at the Event uses or tries to use equipment or other property belonging to myself or the Entertainer without the Entertainer's express permission. You cannot assume that permission will be given for use by You or any such person of any such equipment for any aspect of the Event other than the Services provided by the Entertainer;

9. Where the total period of time agreed for the Entertainer to provide the Services (excluding setting up/packing up etc) exceeds 120 minutes, and you wish the Entertainer to take a break of 10 mins or more during that period, they will not be required to do so unless the length of the break has been previously expressly agreed with myself. Where such a break has been agreed, it shall not be included as part of the period for which the Services are to be provided; and
10. if any children or You or any other adult(s) at Your Premises negligently cause damage to equipment or other property belonging to myself or the Entertainer, You must reimburse myself for the cost of repairing/replacing the equipment or property up to a maximum total amount of £5,000 for all items.

8. Events Beyond our Reasonable Control

1. I will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond our reasonable control.
2. If any event described under sub-Clause 8.1 occurs that does or is likely to adversely affect our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Services available. You may, without liability to myself, cancel any Services which We do not provide due to that event, and We will refund in full the Fees that You have paid to myself for the Services.

9. Limitation of Liability

1. I will be responsible for any foreseeable loss or damage that You may suffer as a result of my breach of this Agreement or as a result of my negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and myself when this contract with You is created. I will not be responsible for any loss or damage that is not foreseeable.
2. I provide and sell all Services to You only for Your personal and private use/ purposes (for the benefit of You and for whom the Event is arranged). I will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
3. Whilst I endeavour to ensure that the form and content of entertainment that I agree to provide will be suitable for and enjoyed by the children at the Event, We are only able to take into account the age range to be catered for if it is stated in the Booking Form. Provided that I reasonably endeavour to take into account that information in the Booking Form, I will not be responsible or liable if any child at the Event is not content with or does not enjoy the Services.
4. Nothing in this Agreement is intended to or will exclude or limit my liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
5. Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in this Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 1. the Consumer Rights Act 2015;
 2. the Regulations;
 3. the Consumer Protection Act 1987; or
 4. any other consumer protection legislationas that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

I may from time to time change the terms and conditions of this Agreement without giving You notice, but I will use reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How I Use Your Personal Information (Data Protection)

11.1 To the extent that You provide myself with any personal information, You warrant that that personal information is accurate and complete.

11.2 For complete details of my collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to myself directly.

12. Regulations

I am required by the Regulations to ensure that certain information is given or made available to You as a Consumer before I make a contract with You (i.e. before I accept Your offer comprising Your return of the completed Booking Form and Your payment of the Deposit) except where that information is already apparent from the context of the transaction. I have included the information itself either in this Agreement for You to see now, or I will make it available to You before I accept Your offer. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

1. all of the information described in Clause 12; and
2. any other information which I give to You about any Services or Ourselves and Our business which You take into account when deciding to make a Booking or when making any other decision about Services

will be part of the terms of Our contract with You as a Consumer.

14. Complaints and Feedback

I always welcome feedback from You and, whilst I always use all I endeavours to ensure that Your experience as my client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Services or any other complaint about myself, please raise the matter with myself directly via Phone, email or messaging.

1. If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of the terms and conditions of this Agreement.
2. No failure or delay by myself or You in exercising any rights under this Agreement means that I or You have waived that right, and no waiver by myself or You of a breach of any provision of this Agreement means that I or You will waive any subsequent breach of the same or any other provision.
3. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

16. Law and Jurisdiction

1. This Agreement and the relationship between You and Myself (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

2. As a consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
3. Any dispute, controversy, proceedings or claim between You and Myself relating to this Agreement or the relationship between You and Myself (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

SIGNED by Myself, the Entertainment Service provider, by:

Jonny Ritchie


