

Magic Party HQ – Terms & Conditions

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

2. Information about us and how to contact us

- 2.1 **Who we are.** 'Magic Party HQ' are Alan Vandome and Caroline Vandome (**we** and **us**). We also trade under our business partnership name "Tensai". Our business contact address is at 78 Fitzroy Drive Lee-on-the-Solent PO13 8LZ. We operate the websites <https://magicpartyhq.co.uk> www.tensaimagic.com and www.vandomemagic.co.uk
- 2.2 **How to contact us.** You can contact us by telephoning us on 0800 043 5945 or by writing to us at info@magicpartyhq.co.uk
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your Booking Form.
- 2.4 **Our Professional indemnity insurance.** We maintain professional liability insurance. Please contact us if you need further information about our insurance.

3. Our contract with you

- 3.1 **Our contract.** These terms and conditions (**Terms**) apply to the booking by you and supply of services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 3.3 **Language.** These Terms and the Contract are made only in the English language.
- 3.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

4. Making a Booking and its acceptance

- 4.1 **Requesting an information pack.** Please follow the onscreen prompts to place an enquiry confirming the name of the act you wish to book, the date and time of the event. We will then call you and/or email you our information pack including a quotation for our charges (**Quotation**), and our Terms. The Quotation is valid for a period of 30 days from the date of the Quotation.
- 4.2 **Making an enquiry.** To make an enquiry please contact us using the contact information above and confirming the act/personas you wish to reserve together with the date and time of the event. Once we receive your enquiry we will send you our Booking Form with details of the further information we need together with details of how to pay the deposit.
- 4.3 **Making a booking.** To make a booking you will need to complete, sign and return the Booking Form. Each booking is an offer by you to buy the performance and entertainment services specified in the Booking Form (**Services**) subject to these Terms (**Booking**). Once you have made your Booking the Deposit will become payable as described in clause 5.
- 4.4 **Correcting input errors.** Please carefully check and amend any errors on your Booking Form before submitting your Booking Form to us. You are responsible for ensuring that your Booking Form is complete and accurate.
- 4.5 **Acknowledging receipt of your Booking.** After you place your Booking, you may receive an email from us acknowledging that we have received it, but please note that this does not mean that your Booking has been accepted. Our acceptance of your Booking will take place as described in clause 4.6.
- 4.6 **Accepting your Booking.** Our acceptance of your Booking takes place when we send an email to you to accept and confirm it (**Booking Confirmation**), at which point and on which date

(**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Booking Confirmation. We will then send you a further detailed confirmation under separate cover.

- 4.7 **If we cannot accept your Booking.** If we are unable to accept your Booking for any reason, we will inform you by email and we will not process your Booking.

- 4.8 **Before the event.** We will send you a text and/or email reminder 1 – 3 days before the event with reminders of our requirements and our emergency contact information.

5. Deposit

- 5.1 On placing your Booking, you must pay a non-refundable deposit to us of unless agreed in writing. The amount of the Deposit will be confirmed to you writing in the Quotation. (**Deposit**). The Deposit is required to be paid to us within 7 days of the Booking Confirmation date.
- 5.2 If you fail to pay the Deposit in accordance with this clause 5 then your Booking will be deemed to have been cancelled by you.

6. Cancelling your Booking and obtaining a refund

- 6.1 **Cooling Off Period.** You may cancel the Contract, if you notify us as set out in clause 6.3 within 14 days of the Booking Confirmation date (**Cooling Off Period**). We will then refund to you any Deposit you may have paid as soon as possible to the method of payment you used. You cannot cancel the Contract once we have completed the Services, even if the Cooling Off Period is still running.
- 6.2 **Cancellation outside the Cooling Off Period.** You may cancel the Contract at any time if you notify us as set out in clause 6.3. If you cancel your Booking outside the Cooling Off Period then you will forfeit the Deposit you have paid.
- 6.3 **How to cancel your Booking.** To cancel the Contract, you must telephone us on 0800 043 5945 or email us at info@magicpartyhq.co.uk. We do not accept cancellation by post. Your cancellation is effective from the date we email you to confirm we have received your cancellation.

7. Our services

- 7.1 **Photographs and illustrations.** Any photographs or illustrations on our websites are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 7.2 **Compliance with act/personas description.** We provide the Services via various acts/personas. The act/personas applicable to your Booking will be stated in the Booking Confirmation. Subject to our right to amend the description and nature of the act/personas stated in the Booking Confirmation (see clause 7.3) we will supply the Services to you in accordance with the description and nature of the relevant act/personas confirmed in the Booking Confirmation and the nature and description for the Services appearing on our websites at the date of your order in all material respects.
- 7.3 **Changes to Services.** We reserve the right to amend the act provided under the Services at our discretion provided that any such amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.
- 7.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 7.5 **Time for performance.** We will use all reasonable endeavours to meet the performance date and time specified in the Booking Confirmation. Any performance time is an approximation only and we reserve the right to commence performance of the Services within a reasonable window of the time for performance of the Services stated in the Booking Confirmation. Failure to perform the Services within this window will not give you the right to terminate the Contract. If for any reason we are unable to complete the services for the full duration stated in the Booking Confirmation, this will not give you the right to terminate the Contract or set off or withhold our charges or any part of our charges.

- 7.6 **Venue.** We will perform the Services at the venue stated in the Booking Confirmation. It is your responsibility to ensure suitable indoor provision is made for incremental weather. We may agree to perform the Services at an alternative venue provided that we receive notification in writing from you not less than 7 days before the date for performance of the Services stated in the Booking Confirmation. Any change of venue will be at our absolute discretion and if we are unable to perform at said venue, this will not give you the right to terminate the Contract. We are unable to perform the Services at addresses outside the locations stated on our website.
- 7.7 **Children.** Children must be supervised at all times during the performance of the Services by at least two responsible adults. Unfortunately, the Services are not suitable for Toddlers and/or babies unless otherwise agreed by us in writing.
- 7.8 **Equipment.** We will provide our own equipment, lighting and sound equipment.
- 8. Your obligations**
It is your responsibility to ensure that:
- 8.1 **Booking:** the terms of your Booking Order and Booking Confirmation are complete and accurate;
- 8.2 **Co-Operation:** you co-operate with us in all matters relating to the Services;
- 8.3 **Venue:** you provide us, our employees and agents with access to your premises, office accommodation or other facilities as we may reasonably require and you prepare your premises for the supply of the Services including suitable provision for incremental weather;
- 8.4 **Information:** you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 8.5 **Consents:** you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to be performed;
- 8.6 **Child Supervision:** you ensure that at least two responsible adults are available for the duration of the performance of the Services to supervise all children;
- 8.7 **Pets:** you ensure that any pets are kept in a safe area away from the performance of the Services;
- 8.8 **Audience Behaviour:** you ensure you will take appropriate action when members of the audience are misbehaving, and you further agree to take all reasonable steps to ensure that neither audience members nor our staff members experience harassment;
- 8.9 **Property:** any masking tape used by us to define the stage area in the interests of health and safety will be removed by you at your own risk;
- Debris:** you will be responsible for and will remove any miscellaneous debris which may be created during the performance of the Services;
- 8.10 **Compliance with laws:** you comply with all applicable laws, including health and safety laws; and
- 8.11 **Equipment:** you keep all of our materials, equipment and other property (**Our Equipment**) at your premises in safe custody at your own risk, maintain Our Equipment in good condition until returned to us, and not dispose of or use Our Equipment other than in accordance with our written instructions or authorisation.
- 8.12 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clauses 8.1 to 8.11 (**Your Default**): (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 14 (Termination); (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 9. Charges**
- 9.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 9.
- 9.2 The Charges are the prices stated in the Booking Confirmation.
- 9.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 9.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the Quotation and/or Booking Confirmation was provided. However, please see clause 9.5 for what happens if we discover an error in the price of the Services you ordered.
- 9.5 It is always possible that, despite our reasonable efforts, some of the Services on the Quotation and Booking Confirmation may be incorrectly priced. Where the correct price for the Services is less than the price stated on Quotation and/or Booking Confirmation, we will charge the lower amount. If the correct price for the Services is higher than the price stated on our Quotation and/or Booking Confirmation, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your Booking Order. We will not perform the Services until we have your instructions.
- 10. How to pay**
- 10.1 The Booking Confirmation will contain information about how to pay our Charges. You must pay the balance of our Charges on or before the date for performance of the Services stated in the Booking Confirmation and in accordance with the instructions set out in the Booking Confirmation.
- 10.2 If you fail to make a payment under the Contract within 10 days of the date of performance of the Services stated in the Booking Confirmation, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 10.3 You must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
All intellectual property rights in or arising out of or in connection with the Services will be owned by us.
- 12. How we may use your personal information**
We will use any personal information you provide to us to: (a) provide the Services; (b) process your payment for the Services; and (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us; (d) to disclose as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 13.1 Nothing in the Contract limits or excludes our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 13.2 Subject to clause 13.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; and (f) any indirect or consequential loss.
- 13.3 Subject to clause 13.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.

13.4 Except as expressly provided in these Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This clause 13 will survive termination of the Contract.

13.6 **Children:** Unless we have agreed otherwise in writing, the Services are not suitable for babies and/or toddlers subject to clause 13.1 we accept no liability in this regard.

13.7 **Stage Area:** In the interests of health & safety we may need to define the stage area by applying masking tape to the floor. Subject to clause 13.1, in accepting these Terms you acknowledge and agree that we accept no liability for the removal of this tape (which is your responsibility) including any damage occasioned by such removal.

13.8 **Debris.** Miscellaneous debris may be created during the performance of the Services. Subject to clause 13.1, in accepting these Terms you acknowledge and agree that we accept no liability for the removal of these items which shall be at your own risk.

14. Termination

14.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if: (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach promptly on being notified to do so; (b) you fail to pay any amount due under the Contract on the due date for payment; (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;

14.2 On termination of the Contract you must return all of Our Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose.

14.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract: (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

15.3 You may cancel the Contract affected by an Event Outside Our Control in accordance with clause 6.2.

16. Complaints

16.1 If a problem arises or you are dissatisfied with the Services, then please contact us on 0800 043 5945 or email info@magicpartyhq.co.uk

16.2 If we are unable to resolve your complaint parties agree to refer the matter to Alternative Dispute Resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

17. General

17.1 Assignment and transfer.

You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

17.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.