Terms Of Booking

These ‘Terms of Booking’ and service supplied apply to all bookings of performance (or other services) by James Alexander Magic, unless changes and differences are expressly agreed in writing beforehand.

A link to these Terms & Conditions will be provided in all important communications before and on agreement. It is the booker's responsibility to read these terms before confirmation of any booking.

These regulations and terms of booking have been created to make me easy to book and for bookers to know that I will do my utmost to deliver. These 'Terms Of Booking' are designed to protect both parties (the booker and myself) from failure to perform by the other party. They have been kept in simple terms for clarity and any breach will be dealt with legally where necessary.

Contracts

1) Many clients (especially private ones) will not generate written contracts in the accepted sense of the word. Any agreement, whether verbal or via email, will be deemed a confirmation and a contract and the terms will be as discussed and communicated during the booking and negotiation process.

2) Once an agreement has been reached, it is deemed a firm contract, irrespective of whether any deposit or full fee is made before the actual performance. A simple discussion by both parties and written confirmation (by email or letter) by the booking client (or their representative) containing all relevant details is all that is required. In the absence of any paperwork, I will submit details as I understand them, prior to the event.

3) A simple acknowledgement of this acceptance is all that is required. Should the booker disagree with any detail, this must be communicated in writing immediately. I will in turn acknowledge any alterations and/or additions.

4) Once a booking (or other service) is agreed, I will consider this a firm contracted booking and will turn away all other work offered that interferes with the performance. (This detail is important and a common occurrence).

Payment

There are different payment requirements depending upon the type of customer, client and event. The payment terms will be detailed and agreed and form part of the ‘contract’ at the time of confirmation. As a rough guide:

5) For private bookings I will require cash payment on arrival at the event. Residencies pay in cash at the end of each individual booking. I will present an Invoice. Corporate bookings must be paid so I receive cleared funds prior to the event (for new clients) or in some circumstances (select existing clients) a bank transfer within 14 days of the event. I will submit a Pro Forma Invoice.

6) Any delay in payment, whether in cash on the day or the BACS payment of an invoice submitted with a stated payment schedule, may attract a surcharge for late receipt. This will be a percentage of the fee and be changed weekly (5% compound) until cleared funds are received. You will be notified of this intention to levy charges by email or letter. Only an explicit agreement between us before the booking can change this.

7) Failure to pay at all may also attract other charges and interest depending on the exact situation. This will be also notified in writing as and when this arises and these may continue to accrue until cleared funds are received.

Cancellations

I need to feel secure that a confirmed booking represents an obligation by the booker and every possible action has been taken to prevent any cancellation. I do not carry 'cancellation insurance' (as it is impossible to get affordable cover due to the wide variety of events I am engaged in) however, I expect clients who hold regular events (as opposed to one offs) to have such insurance to cover any unforeseen cancellations and therefore honor payments to contractors.

8) Any cancellation must be communicated in writing (by letter, not just email) to my current address at the earliest opportunity. It is also recommended that this is supported by email and a telephone call (as I travel for work and may not receive snail mail for some time) so that the cancellation is communicated in the fastest way possible. However, it is essential it is made in writing (perhaps by special delivery) as this is the only evidence that it has been both sent and received. This cancellation should clearly state the reason(s) for the cancellation and acknowledge any payment terms that apply.

9) Once confirmed the booker, customer, client also agrees to pay cancellation fees (see scale below) should the booking need to be cancelled for any reason.
i) Anytime after a contract is agreed: 50% of agreed fee
ii) If within 12 weeks of the booking: 75% of the agreed fee
iii) If within 4 weeks of the booking: 100%

10) If I have incurred any out of pocket or other expenses what-so-ever prior to the cancellation (this may include travel bookings, accommodation, props and consumables) then the client will also be liable for the cost of these a) if they cannot be returned or cancelled and/or b) unless the full fee is paid and was inclusive of these costs.

11) I am unable to accept cancellations made on the telephone or by email alone. By all means make these in addition to the required written cancellation out of courtesy and in case I am away so I can perhaps make other arrangements that benefit us both.

12) If there is any dispute over the communication process or attempts to avoid a cancellation, this will be investigated before any fees due are waived. Cancellation fees are due immediately and a refund will be made if an over-payment is deemed to be True.

13) As a gesture of goodwill, if I am able to find a replacement booking within the time period (and I will do my best to do so), then I will refund a percentage of this cancellation fee. This is a special, highly unusual offer but made as a generous, well meaning gesture with your best interests in mind and for the sake of our future Relationship.

14) If, following a cancellation, a booking is rearranged within 6 months of the cancellation, on a date that I am available (without loss of any other work), then a discount will be given for this rebooking (the amount depending upon a variety of factors). The purpose is to encourage a re-booking without a double fee being payable and without further loss to me.
Inability to perform

15) If the conditions at the venue are not suitable for my agreed performance (for whatever reason) then the booking will be treated as a cancellation. See the above 9) schedule of charges.

16) If for any understandable reason (ie my illness or inability to reach the destination) I am unable to fulfill any booking, if required I will do my best to find a suitable replacement for the event.

Changes

17) If any details of the event change (between 'contract' stage and the event) that affect my performance, this must also be both agreed and communicated to me in writing and also verbally checked to ensure I have received it. Clearly this is to avoid any ‘surprises’ especially things which may prevent me delivering the agreed performance. If changes prevent my agreed performance, then 15) and 9) apply.

Residencies

When I am engaged to perform on a regular basis (whether nightly, weekly, bi-weekly, monthly etc) we will, by default have an agreement whereby I will reserve (hold / pencil) future dates perhaps a year ahead. This is necessary so that I can book other

residencies (for example) without clashes.
Because ‘Residencies’ are such a commitment, I need the flexibility to adjust dates from time to time. This is simply because ‘Residency’ fee rates are considerably lower than ‘standard’ bookings and cannot prevent core business bookings and earning! The following terms are designed to explain that.

18) Contracts for regular bookings (like a 'residency') will be subject to the same terms and conditions detailed above. An acceptance of the booking and start of any series of bookings constitutes an acceptance of all these terms. If the 'booking' is for a specific number of appearances or time period, then the conditions apply to each and every single booking covered within that booking agreement.

19) Bookers also agree that should I have or receive a ‘full booking’ (private or corporate at my ‘full rate’) on a residency date then I will discuss with the venue manager and where possible make a diary adjustment to free up that date (to my other booking) but without losing a residency booking (or frequency / volume) within any given period. If all else fails, I will be ‘released’ for this ‘other’ booking.

20) Equally, if the client (of the residency) would like to adjust or move an occasional scheduled date (because of closure that night or adverse weather conditions etc) – then I agree, if I am able, the moving to another agreed date.

21) 'Residencies' on a 'rolling booking' contract are also subject to all the above. Whilst I will assume that the dates will apply for the foreseeable future, termination notice must be given in writing 3 months ahead of the final date to be worked. This is because I frequently turn away other similar booking offers that clash with regular dates. This notice period provides a buffer for replacing work. This ensures either party has sufficient time to find and make alternative arrangements without loss.

22) Obviously, if the cancellation period is worked, then only 'normal' Residency fees will apply, However, if working is not required or possible, cancellation charges will be applied for that 3 month period or part of that period, following the scale in 9) above ie I will still receive payment as if I had appeared and performed, and this will be payable immediately upon presentation of my final invoice.