

Chris Reads Minds: Performance Agreement



If you are anything like me, you hate the sight of small print, but it is important that we agree on the terms of performance so you can be assured of receiving professional and quality entertainment.

Please contact me if you have any questions about the terms below, and I will happily discuss them with you.

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Any individual or corporation (hereinafter called the Client) undertaking business with Chris Wall, trading as Chris Reads Minds (hereinafter called the Artiste), assumes full acknowledgement of these terms. They will be attached to the invoice and also linked when completing the booking form.

The Terms of Performance come into effect once an invoice is issued and approved by the Client through payment or electronic confirmation.

The Client engages the Artiste, and the Artiste accepts an engagement to appear/present his performance of mind-reading entertainment at the Venue, from the dates for the period, and at the fee, as stated on the approved invoice. The Artiste warrants that they are not under nor will he accept any

future contract from a third party that will prevent the fulfilment of this engagement.

GENERAL STIPULATIONS

- The Artiste is to report at the arrival time on the day of the performance.
- The Artiste holds appropriate Public Liability Insurance and other documentation as required.
- The Client must also hold adequate insurance policies regarding any Engagement.
- The Client is responsible for obtaining any work permits or other approvals for the Act(s) before the commencement of an Engagement.
- If applicable, the Client will meet any additional stipulations provided in a separate "Show Rider" document. If a "Show Rider" is not discussed at the time of booking, then there are no additional stipulations.

IN-PERSON EVENT STIPULATIONS

- The Artiste will require a private and secure area to dress, ideally, a private lockable room accessible by the Artiste throughout the engagement. A private room isn't always possible, so please inform the Artiste beforehand.
- The Artiste will require a secure space to store surplus equipment. Storage space required will be the size of an oversized suitcase. Ideally, this will be in a private lockable room. However, a suitable area would be as simple as behind a bar or reception area.

1. PAYMENT

- 1.1.** The quoted fee includes all expenses as discussed at the time of booking. The quoted fee may change if performance details are altered once agreed.

- 1.2.** Payment is accepted via card online or by bank transfer (BACs). The full invoice is to be paid within 14 days of receiving the invoice. If the event is within 44 days of the booking being confirmed, then payment will be due on receipt of the invoice.

- 1.3.** Cash or cheque is not accepted as a form of payment; however, cash tips, whilst not expected or required, are accepted.

- 1.4.** All payments are required in Pounds Sterling. If the Client cannot pay directly in Pounds Sterling, a surcharge may be applied to account for transaction and conversion fees.

- 1.5.** If the Client cannot pay the full amount within 14 days of the invoice being issued, a payment plan or alternative payment date may be agreed upon with the Artiste on a case-by-case basis. Depending on the circumstance a surcharge of the total fee may be applied. Any alternative arrangement to the usual will be agreed upon in writing by both parties. The recognised final invoice will always contain the correct final date.

1.6. Interest may be charged on all late payments at a rate of 8% per annum above the Bank Of England base rate. Reasonable expenses incurred in obtaining payment from the Client where any payment due is late may also be charged.

2. FORCE MAJURE

2.1. If the event cannot proceed due to circumstances outside the Client or Artiste's control, such as War, Fire, Global Pandemic or Acts of Terrorism. In that case, the impacted party must notify the other party in writing immediately. In such circumstances, every effort must be made to reschedule the performance. If this is not possible, the Client will not be required to pay the fee, and a full refund of any advance payments less reasonable expenses will be made.

2.2. If the event is a virtual/online event and it cannot proceed due to technical failings such as cyber-attacks, electrical failures or external systems being down that are outside of the Client or Artiste's reasonable control, then every effort must be made to reschedule the performance. If this is not possible, the Client will not be required to pay the fee, and a full refund of any advance payments less reasonable expenses will be made.

2.3. In the event of inclement weather:

2.3.1. The booking shall continue in the event of mild weather conditions such as rain, wind, and light

snow.

2.3.2. In the case of heavy rain or icy weather, the Artiste may request to perform indoors.

2.3.3. In the event of adverse weather conditions that do not meet the conditions of Force Majure, where the Client voluntarily cancels the event, and the Artiste attends in accordance with the booking, then standard cancellation terms apply.

2.4. If Force Majure cancels part of a multi-day event, then a pro-rata fee will be due for the days completed.

3. CLIENT CANCELLATIONS

3.1. A cancellation fee will be due if the Client cancels this event for any reason not covered by Force Majure. Should the Client wish to cancel the agreement, the Client shall notify the Artiste by email at chris@chrisreadsminds.co.uk

3.1.1. If the Artiste receives written notification of cancellation more than 120 calendar days before the performance, the Client will bear the cost of any expenses that have been incurred and which cannot be refunded. This may include but is not limited to travel, accommodation, materials or equipment.

3.1.2. If the Artiste receives written notification of cancellation between 120 and 90 calendar days before the performance, the Client will pay a

cancellation charge of 75% of the fee.

3.1.3. If the Artiste receives a written notification of cancellation within 90 calendar days before the performance, the Client will pay a cancellation charge of 100% of the fee.

3.2. If the Client has already paid before giving notice of cancellation, the balance will be refunded upon confirmation of cancellation.

4. FAILURE OF THE ARTISTE TO FULFIL THE AGREEMENT

4.1. If the Artiste cannot perform at the event for any reason not otherwise covered by these terms, the Client shall not be obliged to pay the Artiste's fee, and a full refund of any advance payments will be made.

4.2. A pro-rata fee shall be payable if an event spans multiple performance days and part of the agreed number of performance days have been completed.

4.3. If the Artiste cannot perform, the Artiste will assist in finding a suitable replacement to the best of their ability.

5. FAILURE OF THE CLIENT TO FULFIL THE AGREEMENT

5.1. If an event overruns through no fault of the Artiste and the performance time is missed. Every effort will be made to complete the performance where appropriate. If the Artiste cannot perform due to an overrun, and it is not the fault of the Artiste and is

outside the Artiste's control, the full performance fee will be due.

- 5.2.** The Artiste is not obligated to finish any performance that has started late due to the Client's actions or to extend the length of any performance.
- 5.3.** The full fee will be due if the Client cancels an event partway through the performance where the fault is not with the Artiste or covered by Force Majeure.
- 5.4.** The full fee will be due if the Client cancels a multi-day event part way through where the fault is not with the Artiste or covered by Force Majeure.
- 5.5.** If the Artiste cannot perform at the event due to technical issues that are not the fault or responsibility of the Artiste and not related to Force Majeure, then the full performance fee will be due.
- 5.6.** The Client is responsible for providing the Artiste with a reasonable venue/performance space. Every effort must be made to ensure that sound, the volume of the room, lighting, and other environmental factors are appropriate for the performance required and agreed upon. If the Client cannot meet these in discussion with the Artiste on the day, then the performance may have to be adapted or cancelled, and the Client will still be liable for full costs.

5.7. The Artiste will not endure hostility or aggression during their performance. It is the Client's responsibility to take control of any individuals who disturb the running of the performance. Should the Artiste encounter hostility or aggression, the Artiste reserves the right to terminate the performance with payment made in full, regardless of the amount of time performed.

5.8. It is a condition of the agreement that the Client is not responsible for loss of, or damage to, the Artiste's property unless such loss or damage is caused by the Client or its servants or agents and/or the property is in possession or control of the Client at the time of such loss or damage.

6. POSTPONEMENTS/RESCHEDULING

6.1. For an event to be considered rescheduled or postponed, it will be rescheduled for a mutually convenient time within six months of the original booking date at no extra cost other than reasonable adjustments for accommodation or travel.

6.2. The booking will be cancelled if the postponement is longer than six months, and standard cancellation terms will apply.

6.3. The Client must request an alternative date within 28 days after the postponement; the booking will be

considered cancelled if they cannot do so.

7. PROMOTIONAL MATERIALS

- 7.1.** The Client agrees that the Artiste can use the Client's company logo on any website and in other marketing collateral as an example company we have worked with until the Client withdraws this permission.
- 7.2.** The Artiste reserves the right to record, photograph or otherwise capture the performance for promotional materials through the Artiste's own means.
- 7.3.** The Artiste may distribute business cards and other promotional items on the date of performance unless this conflicts with the agreed outcomes of the event or the event is booked through a third party.
- 7.4.** The Client may take photographs or videos of the performance. However, video content over 30 seconds must be for private viewing / listening only and must not include the full performance or be shared widely without approval from the Artiste.
- 7.5.** The Client may use any photographs and any clips under 30 seconds of the Artiste's performance created by them during the performance in their external or internal communications.

8. REVISIONS OF THESE TERMS AND LAWS

- 8.1.** These terms may be subject to amendment provided

both parties in writing approve such amendment.

- 8.2.** These Terms and Conditions shall be governed by and construed in accordance with the law of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.