

SERVICE AGREEMENT

Dated: September 2024

PARTIES

(1) Michael Mackenzie, trading as Pure Bartending Ltd, having a place of business at Morris Park, Polmadie, Glasgow, G5 0YE (“Pure Bartending”); and
(2) (Customer’s name), residing at (address)

WHEREAS

1. Pure Bartending are in the business of providing mobile bartending services for a variety of occasions and events;
2. Pure Bartending have considerable skill, knowledge and experience in the field of bartending;
3. Pure Bartending have agreed to provide the services to the Customer in terms of Schedule 1 of this Agreement.

1. GENERAL

- a. The event area must be available for Pure Bartending to set-up at least 1 hour before the event is due to start.
- b. The event area must be available for Pure Bartending to break-down at least 1 hour after the event finishes.

2. PRICE

- a. The customer will make payment of a reservation fee of £50-£100 (exact amount will be in the initial quote via email) within 7 days of acceptance of the quotation by email. This is nonrefundable under any circumstances and will be deducted from the total price.
- b. The reservation fee requires to be paid before Pure Bartending will carry out any work under this contract such as planning for the event or applying for an occasional license.
- c. The total price can be paid by either BACS or PayPal.
- d. Pure Bartending BACS details are;
 - i. Bank account name _____
 - ii. Account number _____
 - iii. Sort code _____
- e. The remaining balance invoice will be emailed the week of your event. The total price must be paid by no later than 3 days before the event.
- f. Should the Customer fail to make payment, they will be liable to Pure Bartending for the amount which they owe in terms of the invoice.
- g. With reference to term 3(F) above, extra time spent by Pure Bartending at the event due to the Customer's request will be charged at £40 per hour, per bartender. Payment of this additional cost must be made within 48 hours of the event ending, following which a late payment charge of £10 every 7 days will be applied.

3. LICENSE

- a. If alcohol is to be supplied, Pure Bartending will arrange and pay for the required Occasional License with the Local Authority of the address where the event is taking place.
- b. Pure Bartending accepts no responsibility or liability to the customer if the licence is not granted by the Local Authority.
- c. All monies paid by the customer towards the total price, not including the reservation fee, will be refunded if the occasional license is not granted by the Local Authority.

4. CANCELLATION

a. If there is an unprecedented circumstance that occurs resulting in the event being cancelled, Pure Bartending will offer to reschedule to a future date to be agreed by both parties, if given reasonable notice. If no suitable date for the event can be identified which falls within 6 months from the date of cancellation, Pure Bartending will issue a full refund of all monies paid to date, excluding the reservation fee.

b. Pure Bartending have the unilateral right to cancel the event if there is a failure of the Customer to meet a payment due in terms of Clause 2. Pure Bartending have no obligation to cancel an event for a failure to pay.

c. In the event that the Customer requires to reschedule the event, they undertake to give Pure Bartending as much notice as reasonably possible.

d. If the customer requires to reschedule or cancel the event, written notice must be given to Pure Bartending by email - Michael@purebartending.co.uk

e. If the Customer cancels up to 14 days before the event, they will be offered a full refund of all monies paid to date towards the total price, as stated in Schedule 1, excluding the reservation fee, or to reschedule to a future date to be agreed by both parties. If no suitable date for the event can be identified which falls within 6 months from the date of cancellation, Pure Bartending will issue a full refund of all monies paid towards the total price, excluding the reservation fee.

f. Subject to payment having been received in terms of Clause 2, if the Customer cancels the event between 14 and 7 days before the event, they will be offered a refund equal to 50% of the total price, as stated in Schedule 1, excluding the reservation fee.

g. Subject to payment having been received in terms of Clause 2, if the Customer cancels the event between 7 and 3 days before the event, they will be offered a refund equal to 25% of the total price, as stated in Schedule 1, excluding the reservation fee.

h. If the Customer cancels the event less than 3 days before the event, they will not be entitled to a refund of any monies paid.

i. If the Customer cancels the event at any time when they have not made payment in terms of Clause 2, they will remain liable for the amount outstanding at the time of the cancellation.

5. LIMITATION OF LIABILITY

- a. Pure Bartending's total liability to the Customer in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its obligations under this Agreement shall be limited to the sums received by Pure Bartending from the Customer under this Agreement.
- b. Neither party shall be liable to the other in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for loss of profit or any loss, damage, costs or expenses of a consequential or indirect nature arising in connection with the performance or contemplated performance of their obligations under this Agreement.
- c. Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury caused by its negligence, or for fraudulent misrepresentation.
- d. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

6. FORCE MAJEURE

- a. Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances prevent the event from taking place, Pure Bartending may terminate this Agreement by written notice to the Customer.

7. RELATIONSHIP BETWEEN THE PARTIES

a. Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Pure Bartending and the Customer.

8. CONFIDENTIALITY

a. The Customer shall keep in strict confidence all scientific or commercial know-how, marketing opportunities, projects, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Pure Bartending or its agents and any other confidential information concerning Pure Bartending's business which the Customer may obtain and the Customer (together "Confidential Information") shall restrict disclosure of such Confidential Information to third parties

9. DATA PROTECTION

a. Both parties shall comply with the requirements of the Data Protection Act 2018 (and related legislation) arising in respect of data processed in connection with the Agreement including in relation to any data provided to Pure Bartending in order to enable Pure Bartending to provide the service.

10. DISCRIMINATION

a. Both parties shall not discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Customer shall not discriminate within the meaning and scope of the Equality Act 2010, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment of the same. Pure Bartending shall be entitled to terminate this Agreement immediately and to recover from the Customer the amount of any loss resulting from a breach of this Clause 10.

11. ANTI-BRIBERY

a. The Customer shall not, in the performance of its obligations under this Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Customer shall comply with any policy or procedure governing anti-bribery imposed by Pure Bartending and warrants that in providing the Goods and/or Services will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this condition to act improperly shall be interpreted in accordance with the Bribery Act 2010. Pure Bartending shall be entitled to terminate this Agreement immediately and to recover from the Customer the amount of any loss resulting from a breach of this Clause 11.

12. NOTICES

a. Any notice to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by email to the relevant address below (or such other address as a party may notify in writing from time to time):

i. For Pure Bartending: michael@purebartending.co.uk; and

ii. For the Customer: to the email address specified in Schedule 1.

b. Any notice so served shall be deemed to have been duly given on the business day that it arrives on.

13. ASSIGNMENT AND SUB-CONTRACTING

a. The Customer may not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to this Agreement, or sub-contract the performance of any of its obligations under or pursuant to this Agreement without the prior written consent of Pure Bartending. The Customer will not be relieved of any of its obligations and/or duties under this Agreement by virtue of Pure Bartending agreeing in writing to the sub-contracting of any or all of its obligations and/or duties under the Agreement.

14. THIRD PARTY RIGHTS

a. The parties agree that no term of the Agreement will be enforceable by any third party by virtue of the Agreements (Rights of Third Parties) Act 1999 provided that Pure Bartending shall be entitled to enforce against the Customer any provision of this Agreement that purports to confer any benefit upon it.

15. SEVERABILITY

a. If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions (or remaining part of any provision) of this Agreement.

16. WAIVERS

a. No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

17. VARIATION

a. No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.

18. ENTIRE AGREEMENT

a. This Agreement and the Schedule thereto sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of this Agreement.

19. DISPUTE RESOLUTION

a. If a dispute arises out of or in connection with this Agreement the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute by way of discussion between Pure Bartending and the Customer.

b. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute through the discussions referred to above in Clause 19(a), and either the dispute has not been settled within two weeks of the discussions detailed at condition Clause 19(a) above occurring or the other party has failed to participate in the discussions, provided that the right to issue proceedings is not prejudiced by a delay.

20. GOVERNING LAW

a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall exclusively be governed by and construed in accordance with the Law of Scotland.

JURISDICTION

a. The parties irrevocably agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Signed by Michael Mackenzie

Signed by Customer

On date

On date



SCHEDULE 1 – Please also see your quote via email

Customer's name		
Customer's address		
Address of event		
Customer's phone number		
Customer's email address		
Date of event		
Start and end times of event		
Pure Bartenders arrival and finishing times		
Alcohol and supplies to be provided?		
Reservation fee paid?		
Total price		