

ENTERTAINMENT – TERMS AND CONDITIONS CLIENT

1 DEFINITIONS

1.1 In these terms and conditions:-

“**ARTISTE**” means the artiste notified to the Company by the Management and specified as such on the front of the contract or any other artiste contracted in accordance with Clause 5.5.2. below;

“**MANAGEMENT**” means the person placing an order for the Function and specified as such on the front of the Contract;

“**CONTRACT**” means the engagement of the Company by the Management for the supply of the artiste and performance of the Function on these Terms and Conditions;

“**FEE**” means the total sum in sterling (exclusive of Value Added Tax) set out on the front of the Contract together with any further sums payable in accordance with Clauses 5 and 7 together with Value Added Tax (if appropriate) at the rate prevailing on the date the Function is invoiced;

“**FUNCTION**” means the Function at which the Management wishes the Company to obtain, inter alia, the services of the Artiste;

“**TERMS & CONDITIONS**” means the standard terms and conditions set out herein.

1.2 Clause headings are for ease of reference and do not affect the interpretation or construction of the Terms and Conditions.

2 THE BOOKING

2.1 The Company agrees to provide its services under the Contract subject to and on the Terms and Conditions.

2.2 No other agreement, representation or promise of any kind (except in accordance with the terms hereof) shall form part of, alter, vary, amend, supersede or operate as a waiver of the Terms and Conditions or any of them unless expressly made or accepted by a director of the Company in writing.

3 PERFORMANCE

Place and date of performance of the Function is as agreed in writing between the Company and the Management.

4 PAYMENT

4.1 Unless otherwise expressly stated in writing by the Company orders are accepted by the Company on the basis that after acceptance of order the company shall be entitled without prior notice to adjust the Fee to take account of any increase in the cost to the Company of supplying and delivering the Function which occurs due to causes beyond the Company's contra between the date of the order for the Function being accepted and the date for delivery and performance of the Function set out in clause 3 above including but without limitation increases in wages, materials, production or other costs or fluctuation in currency exchange rates, taxes or duties.

4.2 Unless otherwise expressly stated in writing, the Fee is due and payable within 7 days from the date of the Function(s) and the time of payment is of the essence.

4.3 The drawing and delivering by the Management or the acceptance by the Company of cheques or bills of Exchange are honoured on presentation.

4.4 Any default in payment of an invoice on or by the Due Date shall render the entire balance outstanding (together with Bank charges arising from dishonour of cheques or bills of Exchange) on all invoices from the Company to the Management immediately payable in full without further demand being made notwithstanding any contrary provisions as to terms of payment in any or on all invoices.

4.5 If full payment is not made by the Due Date:-

4.5.1 the Company shall be entitled to charge and receive interest on the unpaid balance at the rate of 2% above Lloyds Bank plc base rate from time to time; and

4.5.2 the Company may suspend any further deliveries and/or work under the contract (and outstanding deliveries or work under any other contract between the Company and the Management) until payment is made or (without prejudice to any of its other rights) the Company may cancel the Contract in relation to such further deliveries and/or work.

4.6 The Management shall have no right to withhold or delay payments due to the Company under contract by reason of complaint in respect of this or any other contract with the Company.

5 MANNER OF PERFORMANCE AND ALTERATIONS TO THE FUNCTION

5.1 The Management acknowledges that the Company has absolute discretion in the manner in which it performs its services hereunder.

5.2 Notwithstanding the provisions of clause 5.1 above the Company agrees to consult with and consider representations made by the Management relating to any alterations or amendments to the Function. The Company will endeavour (but without obligation) to accommodate any request made by the Management in this regard and in the event the Company acts upon any representation made by the Management and/or accepts any amendment or alteration to the Function (which for the avoidance of doubt shall include the performance by the Artiste at any time additional to or beyond the time agreed) the Company shall be entitled to adjust the Fee.

5.3 The Company shall confirm to the Management its acceptance of any alterations to the Function and the adjusted Fee in writing.

5.4 Without creating or placing any obligation on the Company for any loss howsoever occurring and subject always to Clause 12.2 in the event the Management does not accept the advice or recommendations of the Company and as a result or in consequence thereof the Management suffers any loss, damage or the Function fails in some respect which loss, damage or failure would not have occurred had the Management accepted the advice of the Company the Management shall remain liable to pay the Fee and shall not be entitled to any set off.

5.5 The Company shall use all reasonable endeavours to obtain the Artiste specified by the Management to the Company and referred to on the front of the Contract. In the event the Artiste is or becomes unavailable (whether through illness or injury or otherwise):-

5.5.1 the Management shall be entitled (subject to paying the reasonable costs of the Company) and without any right to compensation from the Company to cancel the Contract; or

5.5.2 the Company may suggest an alternative Artiste to the Management.

5.6 The Company shall be under no duty to take action on behalf of the Management in respect of any dissatisfaction with the services of the Artiste unless the Management shall have communicated its dissatisfaction to the Company within 2 working days of the Function.

5.7 The Management undertakes that, where amplifying or any other electrical equipment is in use at the place for performance of the Function, on stage or whenever the Artiste is expected to perform the Management will ensure that equipment is safe and in good working order in accordance with all safety and other relevant regulations including (but not limited to) The Health and Safety at Work etc. Act 1974, Statutory Instrument 1989 No. 635 and that a regular examination of that Equipment is carried out frequently by a competent authority.

6 INTELLECTUAL PROPERTY

All copyright, design rights, trade marks, trade names, patents and other proprietary rights and interest arising in any literary, musical, artistic or dramatic works and any inventions or discoveries in connection with the Function whether created by or on behalf of the Management including any extensions, renewals, substitutions or variations thereof shall vest in or be assigned to the Company by the Management for the full term of such rights.

7 RECORDING

The Management agrees that it shall not make or procure the making of any video, film or sound recording of the Artiste's performance (whether in whole or in part) without the prior written consent of the Company. In the event such consent is given by the Company, the Company shall be entitled to charge an additional fee.

8 CANCELLATION

8.1 The Company shall not be obliged to accept a cancellation of the Function unless:-

8.1.1 the cancellation is in writing; and

8.1.2 such written cancellation is accompanied by a correctly drawn bankers draft in favour of the Company in a sum equal to the relevant cancellation fee set out below:-

The Date for supply and/or performance of the Function referred to in clause 3.1 above	Amount of Cancellation Fee expressed as a Percentage of the Fee
More than 61 days	25%
61-31 days	50%
30-8 days	80%
Less than 8 days	100%

8.2 Cancellation will be effective from the date it is received and acknowledged by the Company.

8.3 In the event that:-

8.3.1 the costs incurred by the Company at the date of cancellation (including without prejudice to the generality of the foregoing the Company's costs in engaging the Artiste); and

8.3.2 the amount of profit the Company would have earned had the contract not been cancelled exceeded the cancellation charges referred to in Clause 8.1 above, the company shall be entitled to charge the Management the cancellation Fee referred to above together with such sum being equal to the difference between the appropriate cancellation fee and the amount of:-

(i) all costs incurred by the Company to the date of the cancellation of the Function by the Management; and

(ii) the loss of profit which would have been earned by the Company had the Contract not been cancelled.

8.4 The Company shall be under no liability whatsoever to the Management if the Artiste shall fail to perform for whatever reason at the Function.

9 FURTHER FUNCTIONS

The Management agrees that in the event it wishes the Artiste to perform again within the period of 18 months from the date of the last Function it shall arrange the Artiste's performance with the Company.

10 TERMINATION

If:

10.1 the Management shall make default in or commit any breach of any of its obligations to the Company; or

10.2 any distress or execution shall be levied upon the Management, its property or assets; or

10.3 the Management shall make or offer to make any arrangement or composition with creditors or had a bankruptcy order or interim order made against the Management or if the Management shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation; or

10.4 an administrator or administrative receiver or receiver is appointed over such company's undertaking property or assets or any part thereof; or

10.5 the effect of any legislation, regulation, judgement, decree or order (including but without limitation, any involving the imposition of additional duties or trading restrictions) of the United Kingdom, or of the EEC or of any other governmental or administrative agency having jurisdiction directly or indirectly over the Management or its suppliers shall adversely affect trading conditions for the terms of trade between such suppliers and the Company, then and in any such event the Company shall have the right forthwith to determine the Function and upon written notice of such determination being posted to the Management's last known address the Function shall be deemed to have been determined without prejudice to any claim, remedy or right the Company might otherwise make or exercise.

11 FORCE MAJEURE

The Company shall not be liable for delay in performing or for failure to perform its obligations hereunder if the delay or failure results from any of the following:

11.1 Act of God;

11.2 Outbreak of hostilities, riot, civil disturbance, act of terrorism;

11.3 the act of any government or authority (including refusal, delay in obtaining or revocation of any licence or consent);

11.4 fire, explosion, flood, fog or bad weather;

11.5 power failure, failure of telecommunications lines, failure or breakdown of plant machinery or vehicles;

11.6 default of suppliers or subcontractors

11.7 theft, malicious damage, strike lockout or industrial action of any kind; and

11.8 any cause or circumstance whatsoever beyond the Company's reasonable control including without prejudice to the generality of the foregoing any failure of the Artiste to perform whether through illness, injury or otherwise.

12 LIMITATION OF LIABILITY

12.1 The Company does not exclude or restrict its liability for death or personal injury to the extent it results from negligence of the Company, its employees or agents.

12.2 Subject to sub-Clause 12.1 above and to the extent that any applicable statutory provisions shall not make it unlawful so to do the obligations undertaken by the Company under the Terms and Conditions constitute the sole liability of the Company hereunder and accordingly in no circumstances shall the Company be liable for any direct, indirect or consequential loss or loss of profits or contracts suffered by the Management or any third party arising out of or in connection with the subject matter herein.

13 BINDING AGREEMENT

This Contract shall be made when the Management confirms (verbally or otherwise) to the Company that it wishes to proceed with the Function.

14 WAIVER

No forbearance or indulgence on the part of the Company in enforcing these Terms and Conditions shall prejudice its rights hereunder nor shall it be construed as a waiver thereof.

15 NOTICES

Notices or other communications required to be given by either party under these Terms and Conditions shall be in writing and delivered personally or sent prepaid first class registered post or by facsimile transmission (provided by good transmission report), telex (confirmed by recipient's answerback addressed to the intended recipient at the address set out on the front of the Contract) (or at such other address as the parties may notify to each other in writing from time to time). Any notice or communication shall be deemed served immediately if delivered personally or if given by a facsimile transmission (proved by good transmission report or telex confirmed by recipient's answerback) or two business days after posting (7 business days if to or from abroad sent by registered express post).

16 NO AGENCY

Nothing contained herein shall be so construed as to constitute either party to be the agent of the other.

17 GOVERNING LAW

17.1 The Contract shall be governed in accordance with the laws of England to the non-exclusive jurisdiction of whose courts the parties by their agreement hereto shall irrevocably be deemed to have submitted.

17.2 If the Company commences legal proceeding to enforce any of these terms, the Management hereby agrees that it will, if the Company is successful in its enforcement, pay the Company's legal costs and disbursements occasioned by such proceedings on a full indemnity basis.