

## **TERMS and Conditions of this Contract**

### **The following Terms and Conditions form an integral part of this Contract and Schedule of Performance**

- 1) This contract reflects the terms and conditions as verbally agreed and shall be accepted only when signed and returned to DCM International. If the contract has not been signed and returned and no written objection is received to DCM International by way of recorded delivery WITHIN 14 days of its issue, then the terms verbally agreed shall constitute a binding agreement.
- 2) Any additional 'rider' clauses attached to this contract will form an integral part of this contract and must be adhered to in every way.
- 3) DCM International will not be held responsible for any nonfulfillment of the contract by Proprietors, Managers or Artistes under any circumstances whatsoever, although every reasonable safeguard is assured. *Whilst every precaution is taken to ensure the Artiste/Venue comply with the terms and conditions of the contract, the agency cannot be held responsible for any non-fulfillment/ inadequate performance or contract default in any circumstances by either party.*

### **ARTISTES PUBLIC LIABILITY INSURANCE**

- 4) The Artiste/s and Venues accepts responsibility for providing and paying for at their own expense Public Liability Insurance with a minimum indemnity of £2 million. The Artist/s and Venues are required to provide a copy of their Public Liability insurance Certificate to DCM International a minimum of 7 days prior to the engagement and to ensure that they maintain adequate Public Liability Insurance as described in place at all times.

### **OTHER INSURANCES**

- 5) All signatories to this Contract and Rider are advised to hold Public Liability Insurance and any relevant safety documentation.
  - 6) Failure of the Artiste to appear other than for genuine illness will render the artiste vulnerable to legal action by the Management.
  - 7) It is Agreed that any future engagements of the Artiste/s by the Management, or any engagements which directly or indirectly arise from this/ these engagements within 12 months of the date of this engagement will be booked through DCM International and commission will be paid by the Artiste to DCM International at the same rate plus vat at the relevant rate.(if applicable)
  - 8) It is Agreed that in the event of this contract being cancelled, Clause 7 will be in force.
  - 9) It is Agreed that where commission /Payment is due by the Artiste to DCM International, payment will be made within 7 days of completion of the engagement. If payment is not received within this period, the Agency will make a surcharge of 7% above the HSBC base lending rate and to add such additional charge every seventh day thereafter, until payment is made.
  - 10) DCM International has Authorisation to collect the Artistes fees without prior consent to the Artiste and furthermore,any commission owed to the agency (including surcharges for late payment) on this engagement or any previous engagement can be stopped at source. The agency will furnish the artiste with relevant invoices/ receipts as applicable.
  - 11) Should the venue charge an entrance fee to the public, the venue will allow the Artiste ( at the discretion of the venues management) A reasonable number of guests with free entry, although they will not be entitled to seats reserved for paying guests.
  - 12) The Artiste will provide all necessary music/ costumes / backing tapes etc for the performance
  - 13) The Venue will provide a good Quality PA system and where applicable, in the special clause/conditions / Rider requirements.
  - 14) The Venue will provide one clean lockable dressing room with good lighting. Also adequate security for the duration of the attendance at the venue
  - 15) *Failure to appear, other than illness will still render the Artiste liable for payment of the Agency's commission ( The artiste must provide a relevant Doctor's letter and minimum 24 hours notice in writing )*
- CANCELLATION:**
- 16) *In the event of cancellation by the venue / promoter, the artiste is to receive 50% (FIFTY PERCENT) OF THE CONTRACTED FEE.*
  - 17) *THIS CANCELLATION FEE increases to 100% ( ONE HUNDRED PERCENT) if the venue / promoter cancels within 5 (Five) weeks of the show / performance date.A standard charge of £30/- will be levied against any cheque which does not clear the banking system.*
  - 18) *It is understood that in the event of the Artiste being required for TV performance or Recording that this Shall take priority and the performance will be re- scheduled for the first convenient date.*
  - 19) *The Artiste agrees to declare any fees for the engagement to HM Inspector of Taxes/National Insurance Contributions and any fees due to Customs and Excise (VAT) if applicable and will for the purposes of this contract be deemed as self employed.*
  - 20) *This contract is made and issued in the U.K. and any/all disputes which may arise shall be judged and arbitrated under the laws of England and the parties submit to the exclusive jurisdiction of the English Courts*
  - 21) *Please Note: DCM INTERNATIONAL May act as an Employment Agency or as an Employment Business, at its sole discretion. The way in which DCM International is acting for each booking will be made clear to all concerned parties. For the purposes of this booking DCM INTERNATIONAL acts as an EMPLOYMENT BUSINESS*