

MIKE RUSS ENTERTAINMENTS (MRE) GROUP Ltd – TERMS & CONDITIONS OF BUSINESS (BOOKERS)

These Terms & Conditions, together with the contents of the Booking Terms, constitute the whole Agreement between Mike Russ Entertainments (MRE) Group Ltd and the Booker.

Please sign a copy of these Terms & Conditions and return one copy to Mike Russ Entertainments (MRE) Group. Please note these Terms & Conditions will apply to all future bookings with Mike Russ Entertainments (MRE) Group unless otherwise agreed in writing.

Name	Signed	Date
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1. Definitions

1.1 In this Agreement the following definitions shall apply unless the context otherwise requires:

"Agreement" means any agreement entered into by Mike Russ

and the Performer for the provision of the Services by the Performer incorporating the Booking Terms and these Terms and Conditions:

"Booking Terms" means the terms set out in the document entitled Booking Terms¹ which is sent to the Performer by Mike Russ each time the Performer is booked for an event

"Booker" means the person (s), firm, company who engages the Services of the Performer;

"Mike Russ" means Mike Russ Entertainments (MRE) Group Ltd

"Event" means an event arranged by Mike Russ for the performer as specified in the relevant Booking Terms:

"Fee" means the price for the Services in the Booking Terms:

"Services" means the act of the Performer to be provided at The Event;

"Performer" means the person (s), firm, company who shall supply the Services;

"Venue" means the venue at which the services are to be performed details of which are set out in the Booking Terms:

"Registration" means the initial registration of the Performer by Mike Russ to allow promotion and marketing of the Performer to a prospective Booker as set out in this agreement

1.2 In this Agreement references to the singular shall include the plural and vice versa and references to the masculine, the feminine and the neuter shall include each other gender.

2 Application of Terms and Conditions:

2.1 These terms and Conditions (and the content of the Booking Terms) shall apply to any and all agreements for the supply of Services by The Performer to the Client at any time as arranged by Mike Russ to the exclusion of all other terms and conditions including any terms And conditions which the Performer seek to apply to any Booking Terms or similar document.

2.2 The signing of these Terms & Conditions by the Performer shall be deemed conclusive evidence of the Performers acceptance of this Agreement and agreement to abide by the contents of any Booking Terms.

2.3 The Performer is not employed by Mike Russ and all Performers are deemed to be self-employed. Further, this Agreement shall not be Deemed to create any partnership or joint between the Performer and Mike Russ

3. Mike Russ Obligations:

3.1 Mike Russ shall:

3.1.1 To provide entertainment exactly what has been discussed and agreed to and to the market that Booker deals with.

3.1.2 Whilst every effort is made to get the Celebrity or the Artist to the venue, Mike Russ Entertainments (MRE) Group Ltd will not be liable for any

costs or loss of revenue due to the Celebrity or Artist not arriving at the venue due to illness, transport, inclement weather or any other reason not in the direct control of Mike Russ Entertainments (MRE) Group Ltd

3.1.3 To contact the act the day before the performance for confirmation that they will be attending

3.1.4 To provide first class and experience entertainers only.

3.1.5 As an expert eye in the industry we will always suggest added entertainment to ensure the Booker's event is given the "wow" factor

3.1.6 Mike Russ Entertainments (MRE) Group Ltd will work alongside the Booker so that the entertainment will be run professionally giving the Booker time to work in other area's.

3.1.7 Mike Russ Entertainments (MRE) Group Ltd will also carry out spot checks of Acts so that the Bookers are given 110% performance.

4. The Bookers Obligation

4.1 The Bookers shall:

4.1.1 It is understood that any recording on any format of this event will be used in an exclusively editorial capacity by the Media. As such the Booker undertakes not to utilise this material for any other advertising, marketing or PR purposes.

4.1.2 Any further agreement between the Booker and the Artist or Artists representation within a period of one year.

4.1.3 No Bookers are permitted to approach the client directly for bookings. If this occurs, this will result in the Booker being removed from Mike Russ Entertainments UK Books and will be charged an Introductory Fee of £500.00

4.1.4 The Booker agrees to maintain the safety of the artist or celebrity and in cases it will be the responsibility of the Booker to provide security staff.

5. Payment

5.1 In consideration of the performer providing the Services as set out overleaf, Mike Russ agrees to pay the Performer the Fee (including any agreed travel expenses and accommodation) 30 days after the date of the Event, on the provision that a completed New Supplier Form, a signed copy of these Terms & Conditions & an invoice have been supplied to Mike Russ at least 7 days prior to the date the Fee is due. This includes cancelled events;

5.2 Mike Russ will pay the Performer by way of BACS. As such the Performer agrees to provide Mike Russ with their relevant bank details in writing not less than 7 days prior to the date that payment of the Fee shall be made. Further, any future payments to the Performer will be made using the previous bank details provided by them unless Mike Russ is notified otherwise in writing;

5.2 Full details of the Fee are set out in the Booking Terms.

- 6. Cancellation**
- 6.1 All cancellations must be received in writing by Mike Russ Entertainments (MRE) Group Ltd, with as much notice as practically possible. The full booking fee will become payable if the cancellation is made within fourteen days (14 days) of the booking or the event. If the cancellation notice is made between fifteen days (15 days) and thirty-one days (31 days) prior to the booking of the event, then 50% off the booking fee will be payable.
- 6.2 Mike Russ retains the right to cancel this Agreement with the Performer without notice if, in Mike Russ absolute opinion, the Performer acts or fails to act, perform or otherwise causes distress, harm, damage or disrepute to Mike Russ, its agents, affiliates, employees or clients and Mike Russ reserves the right to proceed with legal action against the Performer.
- 6.3 The Agreement may be cancelled by Mike Russ or the Performer by giving the other party not less than (30 days) notice in writing.
- 6.4 Cancellation fees ONLY apply to events cancelled within 31 days.
- 7. Liability and Insurance**
- 7.1 The Performer shall be liable for any all loss, costs, expenses, damage or injury whatsoever and howsoever caused resulting from their acts or omissions.
- 7.2 The Performer shall maintain at all times a suitable insurance policy covering public liability (and or Equity) at a level of not less than £5 million. The Performer shall, upon request provide Mike Russ with documentary evidence of the existence and validity of such insurance.
- 8. Force Majeure**
- 8.1 In the event of this Agreement cannot be performed or any of its obligation fulfilled for any reason whatsoever beyond reasonable control of either party including, but not limited to, war, industrial action, floods, fire or access, then neither party shall be liable for such non-performance or failure to fulfil the obligations contained in this Agreement.
- 8.1.2 If you have booked a Fire Performer (s) or Fire Performance and if the venue is found to be either unsuitable/unsafe, despite H & S checks previously with the client, or weather means that fire cannot be performed we will always offer an indoor, LED/glow option as an alternative. Where this is not possible (ie. no indoor option when raining conditions where electrical performance cannot be used) our artists are understood to have made all attempts to perform correctly and safely, and therefore will still invoice for the full amount listed on the contract.
- 9. Intellectual Property and Copyright**
- 9.1 The Performer shall not infringe any copyright, patent or other intellectual property right of Mike Russ, a Client or any other party in the provision of the Services and, in any event of infringement, shall indemnify Mike Russ from any and all damages, liabilities and costs uncured as a result of such infringement. If the Services are contrary to law or are objected to by any licensing or other public authority, Mike Russ shall have the right to decide, in its sole discretion, either to cancel the Agreement or request the Performer to change their performance to remove illegality or objections. In these circumstances, Mike Russ, shall have no liability whatsoever for the actions of the Performer
- 9.2 In the event of the Client requesting from the Performer their consent to be photographed, sound recorded, video recorded or filmed whilst providing the Services, the Performer agrees that such consent shall not unreasonably be withheld.
- 10. Confidentiality and Assignment**
- 10.1 The Performer agrees that they shall at all times keep confidential any and all details and information provided by Mike Russ in respect of the Client or otherwise.
- 10.2 The Performer shall not be entitled to assign or licence its right obligations under this Agreement to any other person, firm or company without the prior written consent of Mike Russ
- 10.2.1 The Booker agrees to pass on all enquiries to Mike Russ for booking of any of the acts of Mike Russ
- 11. Subsequent Engagements**
- 11.1 For the avoidance of doubt these Terms and Condition, and the contents of any Booking Terms, shall apply to all future engagements and activities entered between the Performer and Mike Russ unless otherwise agreed in writing by Mike Russ. Any enquiries of future bookings arising from this Agreement should be made through Mike Russ
- 12. Indemnity**
- 12.1 The performer shall indemnify and hold harmless Mike Russ and the Client and shall keep them fully indemnified against any and all actions, proceedings, claims, demands, costs, losses and expenses which may be brought against or incurred by Mike Russ or the Client rising out of or caused by any breach of non-performance by the Performer of any obligation or agreements herein contained
- 13. Waiver**
- 13.1 No waiver if any provision of this Agreement shall be effective unless made in writing. Any waiver by either party of a breach of any of the Agreement shall not be considered as a waiver of any subsequent breach of the same or of any other term or condition.
- 14. Severance**
- 14.1 If any provision of this Agreement shall be found at any time to be invalid, illegal or unenforceable such invalidity, illegal or unenforceable shall in no way prejudice or affect the other provisions of this Agreement which shall in full force and effect.
- 15. Amendment**
- 15.1 Any amendment or variation of this Agreement will not be effective unless agreed in writing and signed by both parties.
- 16. Third parties**
- 16.1 A person who is not a party to this Agreement has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from the Act.
- 17. Notices**
- 17.1 A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by a pre-paid first class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to an in accordance with this clause to the other party hereto at their address for the purposes of service under this Agreement.
- 17.2 A notice delivered personally shall be deemed to have served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at an expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given, our facsimile service shall be deemed to be effected upon receipt of the normal confirmation of receipt

18. Jurisdiction

18.1 The Agreement shall be governed by and construed in accordance of the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

19. General Conditions

19.1 This Contract is issued to confirm (a)booking (s) already verbally agreed, which will be deemed accepted and may not be cancelled by either party unless a written objection has been received within 14 days from the date of issued. Failure to sign and return the Contract is not sufficient to cancel the existing legal and binding verbal agreement.

19.2 In the event of any non-fulfilment of this contract, the level of liability to the Client, Performer (s) or Mike Russ is limited to a maximum of The fee stated in this Contract. Contractual disputes must be notified in writing within seven days of the event.

19.3 Cancellations, amendments and postponements must be confirmed in writing. In the event of cancellations or postponements of the Performer (s) or Supplier (s) by the Client, the full fee will be payable (including the forfeiture of any deposit where applicable) although A reduce fee will be negotiated if at all possible

19.4 In the event of the Performer (s) or Supplier (s) being unable to fulfil this Contract due to illness or accident, Mike Russ must be notified immediately and in the case of Performers a medical certificate must be provided. Mike Russ will undertake to provide where possible replacement personnel or services of a similar standard.

19.5 The client undertakes to ensure that no audio or visual recordings of the Performer is permitted without obtaining written consent from Mike Russ prior to the engagement.

19.6 The Client must advise Mike Russ of Purchase order numbers where applicable, prior to the date of the event. Payment terms of Contract with clients will be strictly enforced. All Alterations to this Contract must be initialled by the Client, Performer or Supplier if they Request the need for amendments and agreed by all parties.

19.7 Mike Russ are acting on behalf of the Client and the Performer (s) and/or Supplier (s) named herein and the Client agrees that Re-booking of the Performer (s) or Supplier (s) agree to refer any re-bookings, extensions or enquiries received as a result of this Contract to Mike Russ.

19.8 Extensions to this Contract by way of additions and re-schedule involving increases in performance times and other labour charges Are subject to additional fees to be agreed as amendments and confirmed in writing prior to execution.

19.9 The Performer(s) or Supplier(s) undertake(s) that performance shall not be dangerous to third parties and if any accident or injury results Through the default of the Performer(s) or Supplier(s) the Performer(s) or Supplier(s) shall pay any resulting loss or damage incurred by The Client. The Performer(s) or Supplier(s) undertake(s) to assume sole responsibility to be covered by Public Liability Insurance and Agree that all equipment supplied meets the current safety standards in force including Portable Appliances Test (PAT) certificates. No

Liability whatsoever attaches to Arena.

20.1 In the hire of equipment, the Client accepts the responsibility to ensure that the nominated delivery and collection access is available At the time stated. The responsibility of hired items on site, between delivery and collection, for loss or damage remains with the Client And the supplier is responsible for the insurance of the equipment in transit. Any special requirements or hazards resulting from the hire Of equipment, must be advised by the Supplier to Mike Russ who in turn will inform the Client accordingly.

20.2 Mike Russ will make every effort to ensure that the Performer(s) or Supplier(s) attend(s) to comply with the provisions hereof but shall not For the acts or defaults of the Performer(s) and/or Supplier(s) to comply with the provisions hereof. Mike Russ shall not under any circumstances be responsible for any consequential loss in the event that the Performer(s) and/or Supplier(s) fail(s) to attend the Engagement for the reason outside their control.