

DANIEL TWIST TERMS OF BOOKING

Agreement made on.....20.....

Between.....and.....
(hereinafter called the Hirer) (hereinafter called the Artiste)

WHEREBY IT IS AGREED THAT:

1. The Hirer hereby engages the Artiste to appear and the Artiste agrees to present his act as known at:

(Venue).....

.....Tel. No.....

On.....(Date(s))

Or From.....20..... (Date) to20.....(Date)

At an agreed fee of £.....

2. Time of arrival.....performance ends at.....

Number and length of spots.....

3. It is a condition of the contract that the Hirer is not responsible for loss of, or damage to, the Artiste's property unless such loss or damage is caused by the Hirer or its servants or agents and/or the property is in possession or control of the Hirer at the time of such loss or damage.
4. No fee shall be paid for days upon which the Artiste is unable to perform by reason of any cause beyond the Hirer's control such as National Mourning, War, Fire, Strikes or Lock-outs in the district directly affecting the venue or the Order of the Licensing or any other Public Authority having jurisdiction. In any such event, notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
5. In the event of accident or illness preventing the Artiste(s) from appearing the Hirer shall be informed at the earliest opportunity and, if required by the Hirer, the Artiste shall provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artiste's fee for any performance(s) in respect of which the Artiste is unable to perform.
6. In the event of this contract being made without the intervention of an Agent, the Hirer shall not charge or deduct commission, and in the event of this contract being negotiated through an agent the Hirer may only deduct commission on the written instruction of the Artiste.
7. The Hirer undertakes to provide a safe working environment and, where electrical equipment is in use at the venue, will ensure that regular examinations are carried out. NB All signatories to this contract are advised to be covered by Public Liability Insurance. **All Equity members 'in benefit' are covered by Equity's group Public Liability Insurance.**
8. Provided that the Hirer pays the Artiste his full contractual fee, subject to the Artiste duly rendering services or being ready, willing and able to do so, the Hirer, without giving any reason, may prohibit the whole or any part of the Artiste's performance.
9. The Hirer shall provide reasonable, secure changing facilities, unless agreed otherwise.

10. The Artiste is not obliged under this contract to take part in any sound or television broadcast or video recording from the venue whether or not during a normal performance, and if the Artiste agrees to any such broadcast he will be free to negotiate a separate fee which shall not be lower than that agreed between Equity, British Broadcasting Corporation, PACT and/or Independent Television Companies whose current appropriate Agreement covering such engagement will apply
11. If a Children's Entertainer is engaged under this contract it is a condition there should always be a responsible adult present while the artist performs.
12. Any dispute arising between Hirer and Artiste in respect of this Contract which the parties are unable to resolve shall, if both parties agree, be referred to an independently recognised Arbitration body. This shall not preclude either party from proceeding to the courts if they so wish.

HIRER'S SIGNATURE.....

ADDRESS.....

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.....Tel No:.....

ARTISTE'S SIGNATURE.....