

## PRINCIPAL TERMS

These Principal Terms and the General Terms attached to these Principal Terms together with the Artist Rider (collectively the "Agreement"), confirm the terms on which the Purchaser engages the Company to provide and the Company agrees to provide the services of the Artist for the Artist to appear and perform at the Venue(s) set out below. In the event of any conflict between the provisions of these Principal Terms and the Artist Rider and the General Terms then the provisions of these Principal Terms and the Artist Rider shall prevail.

An agreement made this day, \_\_ \_\_\_\_\_ 2022

Agreement / Invoice number: BN \_\_

Between: Hereinafter referred to as The Purchaser  
And: Diesis S.N.C (the "Company") F/S/O (the "Artist")

It is mutually agreed that The Purchaser engages The Artist to perform the following engagement upon the terms and conditions hereinafter set forth:

Artist:

Venue:

Date of Artist Performance:

Guarantee (Net Free of Tax):

Payment Schedule: 50% to BnMusic due on \_\_/\_\_/2022  
 50% to BnMusic due on \_\_/\_\_/2022

The Purchaser to provide: Backline, Rider, Tickets, Accommodation, Ground Transport, Visas, Expenses

Details of Artist Performance: Set Time: \_\_ Minutes  
 This is the:  
 The party will be for approx. \_\_ people  
 There are no press or media requirements.

Artist rider: To be provided

Payment Details: All sums payable to the Artist / Company must be paid in \_\_\_\_ and received in cleared funds by the dates specified.  
 NB: The Purchaser must advise their bank that funds are to be paid in the currency designated in this Agreement and not converted by an intermediate or remitting bank.  
 All deposit payments shall be non-returnable save as expressly provided for to the contrary in this Agreement.

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BNMUSIC IS ACTING AS AUTHORISED AGENT AND NOT AS PRINCIPAL AND AS SUCH ACCEPTS NO LIABILITY WHATSOEVER FOR ANY ACTS, FAILURES, ERRORS OR OMISSIONS ON THE PART OF THE COMPANY, ARTIST OR THE PURCHASER SAVE AS SET OUT IN THE GENERAL TERMS.

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THIS AGREEMENT WILL BECOME A VALID AND BINDING CONTRACT UNDER ENGLISH LAW BETWEEN THE COMPANY AND THE PURCHASER ON THE EARLIER OF: (I) THE DATE THIS AGREEMENT IS SIGNED BY THE PURCHASER; (II) THE DATE THE DEPOSIT HAS BEEN RECEIVED BY THE COMPANY; (III) THE DATE THE PURCHASER COMMENCES ADVERTISING OF THE PERFORMANCE(S); OR (IV) TEN DAYS FOLLOWING THE DATE OF THE PURCHASER'S RECEIPT OF THIS AGREEMENT (OR IF EARLIER, 48 HOURS PRIOR TO WHEN THE FIRST PERFORMANCE UNDER THIS AGREEMENT IS DUE TO TAKE PLACE) PROVIDED THE PURCHASER HAS NOT PREVIOUSLY NOTIFIED BNMUSIC IN WRITING OF ANY OBJECTIONS TO THE TERMS HEREIN.

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ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Signed  
For and on behalf of the Artist / Company

Signed  
For and on behalf of the Purchaser

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Please note that these Principal Terms do not, except where otherwise explicitly stated in this Agreement, comprise any consents or permissions in respect of image rights, filming, photography or promotional activities featuring the Artist, including without limitation recordings of audio or visual footage featuring the Artist (on or off stage), product endorsements, competitions, meet and greets or participation in social media activity of any kind. Any requests for promotional or audio or audio-visual recording rights must be cleared separately with the Artist's management and, where applicable, the Artist's record label and publisher.

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**GENERAL TERMS FOR AGREEMENT: BN/\_\_\_\_\_****Between: (the "PURCHASER")****And: Diesis CORPORATE S.N.C (the "Company") F/S/O \_\_\_\_\_ (the "Artist")**

The following General Terms are an integral part of this Agreement between the Company and the Purchaser. Capitalised terms used and not defined in these General Terms shall have the meanings given to them in the Principal Terms. References to the "Company" in these General Terms shall mean the contracting party identified in the Principal Terms as providing the services of the Artist (whether that party contracts in a personal capacity, as a partnership or through a company or other corporate entity), and that party will be solely responsible for the performance of the Artist's obligations set out in this Agreement.

**PAYMENT DETAILS****BANK TRANSFERS**

The Purchaser must pay the Deposit in advance by BANK-TO-BANK TRANSFER to the bank account specified in the Principal Terms by the date specified in the Principal Terms.

The Purchaser must pay the balance of the Fee by BANK-TO-BANK TRANSFER to the bank account specified in the Principal Terms by the date specified in the Principal Terms.

The Purchaser is responsible for all bank charges.

**WITHHOLDING TAX**

In the event that the Purchaser is obliged by law to deduct or withhold a portion of the Fee as tax, the Purchaser agrees to notify the Artist of such required deduction or withholding forthwith in writing on receipt of this Agreement. The Purchaser further agrees and warrants that it will promptly pay all such deducted or withheld amounts to the applicable authority promptly when due, and provide the Company with all documentation reasonably required (in a form acceptable to Company), to evidence such payment and to enable the Company to recover a tax credit in respect of such deduction or withholding. In addition, the Purchaser will, wherever possible, cooperate with the Company and provide such further documents and assistance as may be reasonably required to minimise the Company's liability for tax under this Agreement. Where it is customary to do so, such assistance shall include the provision of a local accountant appointed by the Purchaser at its expense to advise and assist the Company in respect of the Company's liability for tax and deduction or withholding tax under this Agreement. The Purchaser shall not be entitled to make any other deductions or withholdings in respect of tax (or in respect of any other levies or similar fees), except in compliance with this clause.

**PENALTIES FOR LATE PAYMENT OF FEES**

The Purchaser's prompt payment of the Deposit and all other monies due to the Company within the deadlines stipulated in the Principal Terms is of the essence of this Agreement. If the Purchaser fails to meet any payment deadline under this Agreement (and fails to immediately remedy such failure following notice from the Company) the Company may, in its sole discretion without any further liability to the Purchaser (and without prejudice to any other rights or remedies which may be available to the Company), decline to provide the Artist's services in respect of the Performance(s) and retain any part of the Fee paid (and retain or be paid any expenses due under this Agreement) at that date and the balance of the Fee shall be immediately payable to the Company as compensation for Purchaser's failure to comply with the payment conditions of this Agreement. Furthermore, the Company shall be entitled to compensation and interest for any element of the fee(s) paid late as provided by the Late Payment of Commercial Debts (Interest) Act 1998.

**VALUE ADDED TAX ("VAT")**

VAT (if applicable), is payable by the Purchaser on all sums due to the Company (and, if applicable, the Artist), under this Agreement.

## **BILLING**

### **BILLING**

The Purchaser agrees that the Artist will receive the billing set out in the Principal Terms. It is agreed that no other act may appear in such publicity and promotion without the Company's prior written agreement.

It is expressly understood and agreed by the Purchaser that this Agreement is for the Artist's Performance(s) specified in the Principal Terms only.

It is further expressly understood and agreed by the Purchaser that for "DJ" performances the Artist will not be obliged perform "live" and that there must not be any suggestion of a live or vocal performance or mention of any 'personal appearance' in any publicity materials pertaining to the Performance(s).

## **ADVERTISING & PROMOTION**

Unless otherwise agreed in writing by BnMusic there must be strictly no advertising of the Performance(s) until the Deposit has been received and the Company has given its approval in writing for advertising to commence. Where requested by the Company the Artist's logo must be used on all promotional materials pertaining to this engagement. It is expressly agreed and understood that if the Purchaser is so requested, tickets for the aforementioned performance(s) will not be advertised for sale until the necessary artwork files have been received by the Purchaser from the Company. If the Purchaser wishes to print its own promotional and publicity materials for the Event, proofs of all such materials (including without limitation advertisements, posters, programmes, flyers, press releases and any other written material) must be sent to BnMusic for prior written approval before being made publicly available by any means. No images of the Artist sourced via the internet or from any other unauthorised channel may be used for promotional or any other purposes. All images of the Artist and the use of any other Artist Property (as defined below) in connection with this contract must in any event be approved in writing in advance by the Company. Without limiting the previous sentence, the Company shall have the right to approve in writing the size and positioning of Artist Property on all advertising, promotional and marketing materials (including on tickets) under this contract.

The Company may (in its discretion) refuse to provide the Artist's services to perform under this Agreement (without any further liability to the Purchaser), and (without prejudice to any other rights or remedies which may be available to the Company), be paid the full Fee (and any expenses due at such time), where the Purchaser has advertised the performance in contravention of this clause.

## **NO ENDORSEMENT BY ASSOCIATION**

The Purchaser agrees that the name, professional name, image, likeness, voice, logo, artwork, biography or any other materials of the Artist (including, but not limited to, recordings and musical and/or lyrical compositions) (collectively "Artist Property") shall not be used by any sponsor or be tied to any commercial product or company (other than BnMusic), nor shall there be any sign, banner or advertising at or within thirty (30) meters of the stage throughout the Performance(s). The foregoing shall not apply to any Venue's generic sponsorship or advertising provided that nothing shall suggest or imply that the Artist is promoting or endorsing any third-party product or service (i.e. other than the Event). The Purchaser is expressly prohibited from associating or otherwise using the Artist's Property (in whole or in part) in connection with any product or sponsorship or promotion or commercial tie-in whatsoever without the Artist's prior written consent.

## **ADVERTISING**

Any use of the Artist's Property (in whole or in part) in any advertising or marketing must be approved by the Company in advance in writing.

## **TICKETING & SALES**

As per confirmation.

Any breach of the provisions of this clause will entitle the Company (without prejudice to any other rights or remedies which may be available to BnMusic or the Company), to terminate this Agreement forthwith by written notice and in such event the Fee shall be payable to the Company in full and the Company shall in be entitled to retain (or be paid) any expenses due to the Company at such time.

## **ARTIST RIDER**

The Artist's Rider (technical and personal) forms an integral part of this Agreement. Any failure by the Purchaser to comply with the provisions of the Artist's Rider will constitute a material breach of this Agreement and will entitle the Company (without prejudice to any other rights or remedies which may be available to the Company), to cancel or curtail the Performance(s) without any further liability to the Purchaser, and be paid the Fee in full (and any expenses due at such time). The Company shall be entitled to make non-material alterations to the Artist Rider and will inform the Purchaser of any such changes in writing (which may be by email). Any material changes to the Artist Rider and/or the technical specification therein must be mutually agreed in writing.

## **TECHNICAL EQUIPMENT**

It is expressly agreed and understood that the Purchaser will provide and pay for (on a non-deductible, non-recoupable basis) all requested equipment as per the Artist's technical requirements set out in the Artist Rider.

## **CATERING**

It is expressly agreed and understood that the Purchaser will provide and pay for (on a non-deductible, non-recoupable basis) all catering and refreshments required by the Artist and personnel in connection with the Performance(s) as specified in the hospitality section of the Artist Rider.

## **GUEST LIST**

The Purchaser shall provide the Company free of charge with the allocation of complimentary tickets specified in the Principal Terms.

## **TRAVEL & HOTEL ACCOMMODATION**

### **ITINERARY**

The Purchaser shall provide a full and detailed itinerary with names, addresses, phone and fax numbers of hotels, Venue(s), local Purchasers, PA & lighting companies (where applicable), times and locator/reference numbers for all flights, cars and/or trains booked, all running times for the engagement, arrival, doors open and performance times etc. Such itinerary information must be emailed to BnMusic not later than fourteen (14) days prior to the applicable Performance(s) date.

### **FLIGHT BOOKING**

The Purchaser agrees that, where the Fee is stated as being inclusive of flights and the Purchaser undertakes to purchase such flights on behalf of the Company, the Purchaser shall confirm all applicable bookings within seven (7) days of the date of this Agreement, subject to any specific agreement by or on behalf of the Company to the contrary. In the event flights are not confirmed and paid for within such period, the Purchaser shall become liable to reimburse the Company for any consequent shortfall in the Fee (reflecting excess flight costs).

### **HOTELS**

Where it is stated in the Principal Terms that the Purchaser will provide accommodation the Purchaser shall provide and pay (on a non-deductible, non-recoupable basis), for at least 5\* star (or equivalent) hotel accommodation inclusive of breakfast and providing for late check-out for the Artist (and the Artist's manager and entourage), each with bath/shower and toilet unsuited, within close proximity to the Venue(s).

### **GROUND TRANSPORTATION**

Where it is stated in the Principal Terms that the Purchaser will provide ground transportation, the Purchaser shall on request provide and pay for (on a non-deductible, non-recoupable basis), executive ground transportation for the Artist (and the Artist's equipment, manager and entourage), to and from the airport/local terminus and the hotel, and to and from the hotel and the Venue(s), before and after the Performance(s).

### **PURCHASER'S BI-LINGUAL REPRESENTATIVE**

The Purchaser agrees to provide the services of an English-speaking bi-lingual representative to accompany the Artist for the duration of this Agreement.

**USE OF DEPOSIT FOR ARTIST COSTS**

The Purchaser agrees that where the Fee is stated as being inclusive of travel, accommodation and/or transportation costs, the Company or its representative will need to book and pay for flights, travel reservations accommodation and/or transportation (as applicable and unless the Purchaser is responsible for the same), on receipt of the Deposit. The Company shall not under any circumstances be liable to refund or otherwise pay the Purchaser for any monies paid out for such costs.

**SAFETY & SECURITY****SECURITY**

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the Performance(s). In particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the Venue(s) and the remote mixing console.

**ARTIST DRESSING ROOM**

The Artist's dressing room must be exclusively for the Artist's use, properly equipped as a dressing room with running hot and cold water, mirror, table, seats and 13-Amp electricity, have easy access to toilet facilities and be in close proximity to the stage.

**LOSS OR DAMAGE TO ARTIST'S EQUIPMENT**

Any loss or damage to the Company's or Artist's equipment or other property once at the site of the Venue(s) (or in the immediate vicinity of the Venue(s)) is the direct financial responsibility of the Purchaser. Purchaser shall also be liable for any extra costs incurred by the Company or Artist caused by any loss or damage to the Company's or Artist's equipment or other property whilst at the site of the Venue(s) (or in the immediate vicinity of the Venue(s)).

**INSURANCE**

As a condition of this Agreement the Purchaser undertakes that they shall cause an insurance policy, expressly naming the Company and the Artist as insured parties, to be issued with premiums to be the responsibility of the Purchaser in respect of all forms of liability for the death, personal injury, loss of or injury to property both real and personal of persons (including individuals, companies, firms or any other entity), attending the Performance(s) under this Agreement or being involved in preparations therefor and without prejudice to the generality of the foregoing all other normal risks associated with events such as the Event and the Performance(s) and that such policy shall have limits per occurrence and per individual of not less than ten million pounds (£10,000,000) with respect to death and personal injury and five million pounds (£5,000,000) per occurrence with respect to damage to property (including, but not limited to, sound and lighting equipment and costumes used by the Company/Artist and/or crew).

The Purchaser further undertakes to take out and maintain for the duration of the Agreement an insurance policy in respect of Event suspensions or cancellations brought about by adverse or inclement weather events and Force Majeure Events, with a level of cover sufficient to fully reimburse the Company for the Fee together with any expenses provided for in the Principal Terms. The Purchaser shall fully indemnify the Company for any losses, damages or other liability incurred by the Artist and/or the Company by reason of the Purchaser failing to procure suitable insurance cover.

In addition, the Purchaser shall (on a non-recoupable, non-deductible basis) obtain and maintain on behalf of the Company and/or Artist those additional insurance policies specified in the Principal Terms.

Without limiting the foregoing but for the absence of doubt, the Purchaser's insurance must cover the Company and the Artist and the Company's and Artist's crew against any loss, damage and or theft of personal belongings, musical instruments and equipment resulting from the Purchaser's negligence as well as those of its agents and or any other persons.

The Purchaser shall on request provide BnMusic with certificates evidencing such insurance which certificates must state that such insurance may be cancelled without at least thirty (30) days prior written notice to the Company. A copy of each applicable insurance policy and its certificate shall in any event be furnished to BnMusic not later than ten (10) days prior to the date of the first Performance(s).

Any failure to comply with the provisions of this clause shall entitle the Company to terminate this Agreement forthwith without further liability to the Purchaser (and without prejudice to any other rights or remedies which may be available to the Company), and to be paid the full fee and to retain (or be paid) any expenses incurred or due to the Company on such date.

**PURCHASER'S INDEMNITY FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY OR OTHERWISE IN CONNECTION WITH THE PERFORMANCE(S)**

The Purchaser hereby indemnifies and holds the Company, Artist and the Company's and the Artist's crew and travel party, as well as their respective managers, agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against the Company or Artist, performers or other artists performing with the Artist, or musicians or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Performance(s), which claim does not result from the active negligence of the Company or Artist.

**ON-SITE CONDITIONS****ACCESS TO THE VENUE(S) AND PARKING**

The Purchaser shall provide the Company with a map clearly showing the location of the Venue(s) and surrounding area indicating the best and the route by which the Artist and crew should arrive / leave / unload / load and the location of and best routes to and from the Artist's dressing room, back stage area and (if applicable), VIP area at the Venue(s), and parking.

The Purchaser will provide, unless otherwise instructed by BnMusic, sufficient parking space for and electrical supply to the Company's tour vehicles (if applicable). Such parking space shall be available prior to, during and after the Performance(s) throughout and overnight in the event that the Company's tour bus needs to remain overnight. All parking permits and charges shall be obtained and paid for (on a non-recoupable, non-deductible basis) by the Purchaser.

All relevant details shall be sent to BnMusic not later than fourteen (14) days prior to the Performance(s).

The Purchaser further agrees to ensure that all passes and relevant documentation needed for the Artist and the Artist's crew to gain access to the Event site and all backstage, stage and sound mixing facilities will arrive at BnMusic not later than fourteen (14) days prior to the Performance(s).

**OUTDOOR REQUIREMENTS**

In the event that the Performance(s) is/are intended to take place outdoors, the Purchaser shall ensure that the stage and other relevant areas are properly covered so that in the event of rain and/or high winds the Artist and the Company's/Artist's stage equipment, the stage, system, mixing consoles, instruments, wiring etc.) are kept absolutely dry and securely positioned. The Company shall have the sole right to determine in good faith whether such covering and grounding is adequate.

Where the Event is a festival the Purchaser agrees to furnish at its sole cost and expense all items listed in the Principal Terms and Artist Rider relating to the festival and to comply with the Company's specifications and requirements in relation to the same.

**TECHNICAL REQUIREMENTS**

The Purchaser agrees to furnish at its sole cost and expense all materials specified in the technical section of the Artist Rider for the Performance(s) in accordance with the technical specification set out in the Artist Rider.

The Purchaser agrees to provide and pay for a first-class sound system, lights and stage set for the Performance(s) and all related equipment and all related technical materials, crew and services for the Performance(s) and all such materials, crew and services must be of a standard commensurate with a first-class production in the entertainment industry and complying with the technical specifications in the Artist Rider.

**VARIATIONS TO THE ARTIST'S ON-STAGE TIME AND SET-TIME**

Any changes to the Artist's on-stage time and set time from such times set out in the Principal Terms are strictly subject to the Company's prior written approval.

If the Artist's on-stage time is changed by the Purchaser and the Artist's set time is reduced as a result of such change (e.g. Because of a curfew or other time restraints affecting the Event or Artist), the full Fee shall remain payable.

In addition, the Company reserves the right to reduce the Artist's set time by the amount of any delay by the Purchaser to the Artist's on-stage time which is in excess of thirty (30) minutes and in such event the full Fee shall remain payable.

## **CREATIVE CONTROL**

The Company shall have sole and exclusive creative control over the production and presentation of the Performance(s), including without limitation the audio and visual content of each performance, the means and methods of presentation (including for the avoidance of doubt stage décor and settings), any music or film played to the audience immediately prior to and following each performance, and the right to designate and change the performing personnel at any time, without prejudice to the Fee. The Purchaser agrees that all proposed supporting acts (and the running order of such acts) must be approved in writing in advance by the Company.

## **RADIO, TELEVISION, PHOTOGRAPHY, FILMING & RECORDING**

Save solely to the extent expressly permitted in the Principal Terms the Purchaser shall ensure that no recording, live transmissions or making available of any description or for any purpose shall be made of the Performance(s) save where the Company and Purchaser have agreed in writing that there shall be a live audio-visual feed of the Performance(s) to stage screens at the Event. It is expressly understood that in the event that the Purchaser or a third party wishes to record any part of the Performance(s) in any audio, visual or audio-visual media (any recordings made being referred to herein as "Recordings"), whatsoever then such recording must be with the prior written authorisation of the Company. In the event of such recording, then all rights to such Recordings shall be owned exclusively by the Company save for any limited licence to broadcast such in the country of performance which may be agreed in writing by the Company (at the Company's absolute discretion).

Without limiting the provisions of the previous paragraph, if any Performance(s) is/are recorded the Company shall have the right to approve the final edit of any such Recordings before they are made available (in whole or in part) to the public and the any use of such Recordings (or extracts of them) in any marketing or promotion relating to the Event. The Purchaser must not use any so-called "bloopers" or "bleepers" or otherwise use the Recordings (or any Artist Property) in any way which might be derogatory or prejudicial to the Artist's reputation.

Photographers at the Performance(s) shall be limited to bona fide members of the press on assignment and/or photographers engaged by the Purchaser in full consultation with the Company (subject to the Company's rights of approval in respect of any use of the Artist's Property as set out above).

No member of the audience shall be allowed to enter the Venue(s) with professional audio or audio-visual recording equipment (it being acknowledged that the use of mobile phones by members of the audience shall not be a breach of the provisions of this clause). Members of the audience shall be required to hand any such equipment to Venue(s) security personnel upon entering the Venue(s) in exchange for a receipt. Members of the audience shall be able to claim back their equipment upon presentation of their receipt at the time of their exit from the Venue(s). The Purchaser shall arrange with the Venue(s) for these security procedures to be adopted.

## **CANCELLATION OR CURTAILMENT OF THE PERFORMANCE(S)**

In the event of the cancellation of the Performance(s) by the Purchaser for any reason (excluding, under certain circumstances, any cancellation due to a Force Majeure Event or adverse or inclement weather event as set out below), the Purchaser shall be liable and bound to pay in full the Fee to the Company as a cancellation charge and the Company shall be entitled to retain (or be paid by the Purchaser), any expenses incurred or due to the Company on such date.

## **COMPANY'S RIGHT TO CANCEL OR CURTAIL THE PERFORMANCE(S)**

Notwithstanding anything to the contrary contained in this Agreement, it is further expressly agreed and understood by the Purchaser that the Company reserves the right (without prejudice to any other rights or remedies which may be available to the Company) to decline to provide the Artist's services to perform at all or to curtail the Performance(s) (without any further liability to the Purchaser), if in the Company's reasonable opinion the health and safety of the Artist (or the Company's or Artist's equipment), is at risk as a result of any negligence or non-compliance with the terms of this Agreement by the Purchaser or its contractors, including by way of example but not limited to such reasons as faulty or insufficient electrical power, inadequate security or crowd safety measures, or unsafe staging, inadequate stage barriers or water penetration, and in such circumstances the Company shall have the right (without prejudice to any other rights or remedies which may be available to the Company), to be paid the full Fee and to retain (or be paid), any expenses incurred or due to the Company on such date. BnMusic may directly enforce the terms of this Agreement against the Purchaser, including but not limited to, by initiating legal action for payment of the Fee or other monies due to the Company.



## **CANCELLATION DUE TO COMPANY'S SOLE DEFAULT OR ARTIST ILLNESS/INJURY**

Notwithstanding anything to the contrary contained in this Agreement, if the Artist's Performance(s) is cancelled due to the Company's sole default without cause or due to the Artist's (or any individual member of the Artist's or their immediate family's) illness or injury, the Purchaser as the Purchaser's sole remedy and in full and final satisfaction of any and all rights and claims the Purchaser may have as a result of such cancellation whether under this Agreement or otherwise, shall be entitled to be repaid the applicable part of the Fee already paid, if any (including any Deposit, for the applicable Performance(s) so cancelled), provided that if such cancellation is due to the Artist's illness or injury then the Company shall not be obliged to repay any sums which it has already paid out from the Deposit for expenses or production costs.

## **PURCHASER'S OBLIGATION TO HAVE CANCELLATION INSURANCE**

It is a condition of this Agreement that the Purchaser effects at its own cost and expense cancellation insurance (details of which shall be supplied directly by the Purchaser to the Company's insurance brokers) to cover any losses incurred or payable due to any cancellation of the Performance(s) in which the Purchaser is liable to pay Company any monies as a result of any such cancellation under this Agreement (including without limitation cancellation due to Force Majeure Events or adverse or inclement weather and cancellation of the Purchaser without cause) to ensure that the Company is properly paid when due all sums payable to the Company under this Agreement in any such event.

## **LIMITATION OF LIABILITY IN CASE OF ARTIST NON-APPEARANCE OR CURTAILMENT**

In no event shall the Company, the Artist or BnMusic or the Company's, Artist's or BnMusic's affiliated companies, officers, employees or representatives have any liability whatsoever in respect of any loss or damage (including loss of goodwill or of reputation, loss of profit, incidental loss, consequential loss, indirect loss, punitive or special loss or damages), cost, claim, or other liability whatsoever incurred by the Purchaser (or the Venue(s)) as a result of the non-appearance or curtailment of any Performance(s) by the Artist or cancellation by the Company.

## **BREACH BY THE PURCHASER**

If on or before the Performance(s) date: (i) the Promoter is in breach of its obligations under this Agreement or any other agreement with the Company or the Artist (or both); (ii) the financial position of the Promoter has been misrepresented or impaired; or (iii) it becomes clear or reasonably likely (as determined by the Company and/or BnMusic acting reasonably) that the Promoter cannot or will not fulfil its obligations under this Agreement (it being acknowledged that the Promoter's late payment in respect of any payments due to other artists or companies for whom BnMusic acts as agent shall constitute a reasonable determination by BnMusic that the Promoter will not fulfil its obligations under this Agreement), then the Company may in its absolute discretion cancel the Performance(s) without any liability or penalty of any sort and the Company shall have the right (without prejudice to any other rights or remedies which may be available to the Company) to be paid the full Fee by the Promoter promptly following Promoter's receipt of a written notice requesting such payment, together with any verifiable expenses incurred by the Company and/or the Artist as a result of Promoter's breach and any expenses otherwise due to the Company as at the date of such cancellation.

## **PURCHASER'S INDEMNITY**

The Purchaser shall indemnify and hold harmless the Company, Artist and BnMusic from and against any and all damages, claims, costs, judgments, fees, penalties, fines and/or other sums incurred in connection with any failure and/or delay by the Purchaser to pay any necessary licences, insurance premiums, taxes, fees, levies, and the like to applicable governmental or other authorities or companies.

## **LIMITATION OF COMPANY'S, ARTIST'S AND BNMUSIC'S LIABILITY**

Without limiting any other provisions relating to the Company's, Artist's or BnMusic's liability (and in addition thereto) it is expressly acknowledged and agreed by the Purchaser that to the fullest extent permitted by law neither the Company, nor the Artist nor BnMusic nor the Company's, nor the Artist's or BnMusic's affiliated companies, officers, employees or representatives have any liability whatsoever in respect of any loss or damage (including loss of goodwill or of reputation, loss of profit, incidental loss, consequential loss, indirect loss, punitive or special loss or damages), cost, claim, or other liability whatsoever incurred by the Purchaser (or the Venue(s)) or any other third party, howsoever caused (including, but not limited to, in relation to the attendance of the general public at the Performance(s), or the sale of tickets therefore, or damage occasioned to the structure and fabric including

furniture and furnishings of the building or buildings in which the Performance(s) takes place, or any termination of this Agreement by the Company in accordance with this Agreement) and the maximum liability to the Purchaser under this Agreement in any circumstances is capped at an amount equal to the Fee actually paid to the Artist for the Performance(s) in question (but without prejudice to any other provision of this Agreement which limits the Company's, Artist's or BnMusic's liability to a greater degree). To the fullest extent permitted by law, no losses or damages, costs, claims, or other liability will be chargeable back to the Company or the Artist or BnMusic or offset against any sums payable to the Company under this Agreement.

#### **FORCE MAJEURE EVENTS**

If any Performance(s) under this Agreement is rendered impossible, hazardous, unsafe or is otherwise prevented or impaired due to the Artist's death (or the death of any immediate member of the Artist's family); accident; interruption or failure of means of transportation; Acts of God; a national calamity; war; acts of terrorism; riots or civil disorder in the vicinity of the Venue(s) which either party reasonably believes threatens the safety of the Artist, the Company's or Artist's crew or equipment; strikes, labour disputes and lockouts; epidemics; the act or order of any public authority (provided such act or order is not due to the Purchaser's failure to comply with applicable safety codes and laws, and all other applicable regulations, laws and licences); failure of staging or electrical supplies (in each case not attributable in any way whatsoever to the negligence of either party, or its agents or subcontractors); and/or any other cause or event, similar or dissimilar (but excluding adverse or inclement weather at or in the vicinity of the Venue which shall not be deemed a force majeure event), provided such events are beyond the reasonable control of either party (each of the foregoing events being a "Force Majeure Event"), then the Purchaser's obligations solely with regard to the Fee for the affected Performance(s) shall be excused, and the Company shall (as the Company's sole obligation) reimburse the Purchaser with the Deposit (if any) excluding any sums already paid out from the Deposit for expenses or production costs within ten working (10) days and any sums paid to the Company for expenses or production costs to the extent such sums have not been spent or have been spent but are refundable or are covered by the Company's or Artist's own insurance and there shall be no claim for loss, damages or expenses by the Purchaser, and the Purchaser shall likewise have no liability to the Company in connection therewith except to pay the Company for any expenses incurred by the Company in respect of such affected Performance(s), to the extent that such sums are not covered by the Company's cancellation insurance policy (if any).

For the avoidance of doubt the following shall not be automatically deemed to be Force Majeure Events: adverse or inclement weather conditions which affect the Venue or its immediate vicinity; and fire, earthquakes, volcanic activity, floods or acts of terrorism not resulting in damage to the Venue(s) or its immediate surroundings sufficient to render it unusable or unsuitable for the performance(s). In such circumstances the Company shall have the sole right, acting reasonably, to determine whether such events shall render the Performance(s) impossible, hazardous or unsafe and which (if any) therefore constitute a Force Majeure Event.

However, in the event that adverse or inclement weather physically prevents the Artist from attending the Venue(s) in time for the Performance(s), such occurrence shall be deemed an interruption or failure of means of transportation beyond the Artist's control and therefore constitute a Force Majeure Event for the purposes of this clause 61.

The Purchaser's failure to make suitable provisions for adverse or inclement weather, or to procure suitable insurance to mitigate the risks associated with outdoor events, shall not in itself be sufficient grounds for the declaration of a Force Majeure Event.

Notwithstanding the foregoing, if there is a Force Majeure Event but the Artist is nevertheless ready, willing and able to give the Performance(s), the Purchaser shall remain liable to pay and shall pay the Company the full Fee and any applicable expenses otherwise due to the Company under this Agreement.

For the avoidance of doubt, circumstances which do not materially affect the Purchaser's ability to perform its obligations under this Agreement, but do have the effect of reducing the economic benefit of this Agreement for the Purchaser or making the Performance(s) uneconomic for the Purchaser shall not be deemed Force Majeure Events.

For the purposes of this clause the term "Artist" shall include any member of the Artist or the Artist's crew's or the Company's or Artist's representatives.

#### **ADVERSE OR INCLEMENT WEATHER**

Save as provided under clause 61.3, if any Performance(s) under this Agreement is rendered (or declared to be) impossible, unsafe or is otherwise cancelled, prevented or impaired due to adverse or inclement weather at or in the vicinity of the Venue then the Purchaser shall remain obliged to pay and be liable for the full Fee for such Performance(s) which shall be paid to the Company by the Purchaser in full no later than the day after the scheduled date of the Performance in question, and the Company shall have the right to retain any Deposit or part payment of such Fee which may have been made in advance and be paid any applicable expenses

otherwise due to the Company under this Agreement. As such the Purchaser must ensure that it has in place adequate insurance to cover it for payment of the Fee in all such circumstances attributable to adverse or inclement weather.

Notwithstanding clause 62.1, if the Company has cancellation insurance which covers payment of the Fee in the event of cancellation, prevention or impairment of the Performance(s) due to adverse or inclement weather, the Purchaser's liability for payment of the Fee as set out in clause 62.1 shall be reduced by the amount received by the Company from its insurer in respect of such cancellation, prevention or impairment.

#### **PURCHASER'S GENERAL OBLIGATIONS**

The Company agrees to provide the Artist's services in respect of the Performance(s) in consideration of payment by the Purchaser to the Company of the Fee (and all applicable costs and expenses payable to or on behalf of the Company and Artist), and in consideration of the Purchaser at its sole cost and expense:

- (a) promoting, publicising, producing and presenting the Event to the best of its skill and ability;
- (b) using its best endeavours to sell all the tickets for sale therefor at the Ticket Price(s) both set out in the Principal Terms;
- (c) procuring the availability of the Venue(s) in accordance with all applicable safety codes and laws, and all applicable regulations, laws and licences (including performing right licences);
- (d) undertaking to supply to the Company on request a certified true copy of the Purchaser's fully executed agreement relating to the provision of the Venue(s) between the Purchaser and the Venue(s) proprietor;
- (e) providing the Company no later than two (2) weeks prior to the Performance(s) with all information necessary to enable the Company to fulfil the Company's obligations under this Agreement including, without limitation, clear plans of the Venue(s) indicating the route by which the Artist should arrive and unload / load costumes and equipment and a full itinerary and all necessary passes or documentation for the Event with all relevant dates, times (including any rehearsal or sound check times), locations, names, addresses/email addresses and phone numbers of relevant staff, crew, local hotels, arrival times, door open times and performance and curfew times;
- (f) undertaking the supervision and management of the Venue(s) and all elements of the Event (excluding artistic matters relating to the Performance(s)) which shall be controlled by the Company;
- (g) appointing (and notifying the Company of the identity of) the Purchaser's representatives at the Venue(s) and supplying the services of the same so that they shall be available at all reasonable times and places to personally to supervise the Purchaser's obligations under this Agreement;
- (h) obtaining all work permits required by the Company for the Performance(s) including any of the Artist's support performers and crew and personnel;
- (i) supplying a first-class sound system, lights and stage set and décor for the Performance(s) and all related equipment and all related technical materials, crew and services for the Performance(s) all such materials and services to be of a standard commensurate with a first-class production in the entertainment industry and complying with the technical specifications in the Artist Rider.
- (j) paying all staff and crew and other performers (if any) at the Venue(s) (including all union payments) and paying all other contributors to the Event;
- (k) providing and paying for first class catering for all members of the Artist and the Company's crew and providing all of the materials specified in the Artist Rider;
- (l) promptly and diligently comply with the Company's (and Artist's) directions regarding the arrangement of equipment and décor and ensuring that adequate numbers of stagehands, electrical operators and other staff (as required), are available for such purpose;
- (m) complying with the terms of this Agreement.

#### **ROLE OF BNMUSIC AS AGENT NOT PRINCIPAL**

BnMusic is acting only as an agent for the Company not a principal under this Agreement and accordingly BnMusic shall not (to the fullest extent permitted by law), be liable for any act, omission or default by the Company (or the Artist), under this Agreement or for any costs, losses or damages whatsoever incurred by the Purchaser related thereto. It is further agreed that the Purchaser shall not

(to the fullest extent permitted by law), be entitled name or join BnMusic as a party in any civil action or suit anywhere in the world arising out of, or in connection with, or related to any act, omission or default committed pursuant to or in connection with this Agreement by the Company, the Artist or the Purchaser. The Purchaser expressly acknowledges and agrees that any legal action for recovery of fees paid to the Company under this Agreement shall be prosecuted against the Company. Nothing in this Agreement will prevent BnMusic from enforcing the terms of this Agreement against the Purchaser, including but not limited to, by initiating legal action for payment of the Fee or other monies due to the Company.

## **IMPLIED TERMS**

This Agreement expressly excludes any third-party terms and conditions unless specified in the Principal Terms. To the extent that the terms of these General Terms conflict with any terms and conditions specified in the Principal Terms then the terms of the Principal Terms shall prevail. Without limiting the foregoing, to the extent that the terms of this Agreement conflict with any terms implied under the rules or practices of any union, guild or similar organisation by virtue of either party's membership thereof then the terms of this Agreement shall prevail.

## **PURCHASER ELIGIBILITY**

Purchaser warrants and undertakes that they have the right and authority to enter into this Agreement and, where the Purchaser is a person, that they are 18 years old.

## **CONFIDENTIALITY**

The terms of this Agreement (including the Fee and the Artist Rider), are strictly confidential and shall be kept confidential by all parties hereto except to the extent it is necessary for either party to disclose such terms for the purposes of fulfilling their obligations under this Agreement or as required by law. In the event of an unauthorised breach of confidentiality on the part of the Purchaser, the Company shall have the right, at the Company's discretion and without any further liability to the Purchaser, to terminate this Agreement (without prejudice to any other rights or remedies which may be available to the Company) and to be paid the Fee in full and to retain (or be paid) any expenses incurred or due to the Company on such date.

## **MISCELLANEOUS**

The Purchaser expressly acknowledges and agrees that the warranties and obligations given by the Purchaser under this Agreement are also given for the benefit of BnMusic and the Artist and accordingly the terms of this Agreement may be relied upon and enforced against the Purchaser directly by the Company, BnMusic and the Artist (whether together, jointly or individually). Save as expressly provided to the contrary in this Agreement the parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to this contract.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

This Agreement is personal to the Purchaser and the Purchaser shall not be entitled to assign or otherwise transfer the benefit of this Agreement in whole or in part.

Notices given under this Agreement shall be delivered by hand or by recorded delivery post to the addresses of the parties set out on page 1 (or such other addresses as may be notified by either party from time to time) and shall be deemed to have been received, if delivered by hand, at the time the notice is left at the proper address and if sent by recorded delivery on the second working day after posting.

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties, whether written or oral, relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud. No variation of this contract shall be effective unless it is in writing and signed by both parties.

No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any part of this Agreement is judged by a court of competent jurisdiction to be illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this contract.

The date of this Agreement shall be the date on which those conditions specified in the Principal Terms which are necessary for this Agreement to be a valid and binding contract under English law have been fulfilled.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed signature pages of this Agreement transmitted electronically in Portable Document Format (PDF) and electronic signatures (or e-signatures) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after execution of this Agreement

This Agreement (and any non-contractual disputes arising out of it) shall be governed and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.