

ENTERTAINER'S CONTRACT

THIS AGREEMENT represents the standard terms of a booking with the Company.

BETWEEN

- (1) Pro-Act Marketing Ltd t/a Comedy Hall ('the Company') and
- (2) The Entertainer (as described by the individual or agent)

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

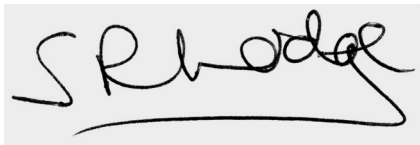
- 1.1 'Event Date' means the date agreed via email
- 1.2 'Starting Time' means 8.00 p.m.
- 1.3 'Finishing Time' means approx.. 10pm or agreed
- 1.4 'Payment' means the sum agreed to be paid in the form of bank transfer to the Entertainer after invoice
- 1.5 'Cancellation fee' means £500.
- 1.6 'Services' means comedy
- 1.7 'The Premises' means TCAT (Tiverton Community Arts Theatre)

2. Performance

- 2.1** Whereas the Company require entertainment for their Premises on the Event Date the Company Hereby engage the Entertainer to perform the Services at the Premises the Event Date from the Starting Time to the Finishing Time on the terms set out overleaf in consideration of which the Company has agreed to pay the Entertainer the Payment.

THE PARTIES hereunto hereby set their hands and affixed their seals the day and year first herein written and do thereby endorse those provisions set out overleaf upon pages 2 to 4 and agree to be bound by them.

SIGNED SEALED and DELIVERED by

A handwritten signature in black ink, appearing to read 'S Lodge', is written over a light grey rectangular background.

Steve Lodge

On behalf of the Company

TERMS OF AGREEMENT

3. The Entertainer Hereby Agrees:

3.1 To perform the Services at the Premises on the Event Date within the Starting Time to the Finishing Time

3.2 Indemnity

To indemnify and keep indemnified the Company from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from any breach of this agreement by the Entertainer his employees servants or agents including inter alia:-

3.2.1 Any act neglect or default of the Entertainers his employees, servants or agents.

3.2.2 Breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any Third Party.

4. The Company Hereby Agrees

In consideration of the Services to be rendered by the Entertainer under this agreement the Company agrees:

4.1 To make the Payment at the Finishing Time or at any other time as may be agreed by both the parties without deduction or set-off upon the condition that the Entertainer shall not be in breach of any of the provisions set out in this Agreement.

4.2 If the Entertainer is for any reason and at any time in breach of its obligations under this Agreement then the Company shall not be liable to make the Payment.

4.3 To provide and pay for the Premises during the times set out including but not limited to all heating and lighting, the technical facilities and equipment, administrative, front of house and cleaning staff as required for the proper and efficient running of the venue.

4.4 To provide and pay for technical staff as are normally required.

4.5 To obtain in respect of the Premises all necessary licences and permissions, and to effect and maintain adequate insurance policies to cover all requisite statutory and other legal liability.

5. Cancellation

- 5.1 If the Entertainer cancels this Agreement at any time before the Event Date for any reason, the Entertainer shall not be entitled to the Payment.
- 5.2 If the Entertainer cancels this Agreement within 60 days of the event Date for any reason save where the Company is in breach of its obligations under this Agreement then the Entertainer shall be liable to pay the Cancellation Fee.
- 5.3 If the Company cancels this Agreement for any reason save where the Entertainer is in breach of its obligations under this Agreement then the Company shall be liable to pay the Cancellation Fee.

6. Proper law and jurisdiction

- 6.1 This agreement shall be governed by the laws of the United Kingdom in every particular including formation and interpretation and shall be deemed to have been made in the United Kingdom.
- 6.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in the United Kingdom.

7. Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

8. Status of the Entertainer

- 8.1 During the Period the Entertainer shall be an independent contractor and not the servant of the Company.
- 8.2 In such capacity the Entertainer shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this agreement.
- 8.3 **No assignment or sub-contracting**
The Entertainer shall not assign or sub-contract any of its rights or duties under this agreement without the consent in writing of the Company.