

BOOKING TERMS AND CONDITIONS

These Booking Terms and Conditions comprise the principal terms under which we conduct our business. If we agree any further terms, we will agree these in writing. You agree that if, at any time, we agree any terms that conflict with these Booking Terms and Conditions, such further terms will have no effect.

DEFINITIONS

Artist	Any artist with whom you wish to contract in relation to (a series of) Engagements
Performance	Any performance(s), arrangement(s), engagement or series of engagements that you will provide for the Artist
Fee(s)	Any fees to be paid by you to the Artist (or to us on the Artist's behalf) including but not limited to any expenses, advances, deposits, guarantees and overages and including any VAT or other sales tax payable on such amounts
Standard Terms	The standard Terms of Business
You	The Promoter
we/us/ the Agency	David Lewis © Productions B.V., Anthony Fokkerweg 61, 1059CP Amsterdam, The Netherlands Tel +31 (0)20-758 10 1050. Fax +31 (0)20-614 39 10 Email bookings@davidlewis.nl URL www.davidlewis.nl Amsterdam Chamber of Commerce registration number: 60885653

STANDARD TERMS

We operate as an "Employment Agency" under the terms of the legislation representing artists for the purposes of contracting them for temporary occasional work with hirers (i.e you or venue) as a performer/s in the entertainment industry.

Representation by us does not constitute employment with the Agency. All contracts to hire whether written or verbal or implied are direct contracts between the Artist and the hirer, not the Agency.

By entering into any agreement whether written or verbal or implied for the booking of artists or services through the Agency all parties shall be deemed to have agreed to accept and abide by the terms and conditions as described here and as amended from time to time by the Agency and as prevalent at the time of the making of the agreement.

For international events you will arrange and pay for in advance all return flights, internal travel and hotel accommodation/board and any licensing and Performance permits as required by local law. The Agency may arrange travel or accommodation on behalf of the Artist. Flight share arrangements are the responsibility of the Artist if being made at his or her instigation. You must seek prior agreement from the Agency before making the Artist available to other promoters for additional bookings for the purposes of sharing flight and accommodation, travel costs.

Unless otherwise stated in this agreement 100% of the Performance Fee and 100% of travel expenses and any other Fees relating to visas or work permits as stated in the agreement shall be payable by you to the Agency within twenty-one (21) days of confirmation of the booking or unless

funds are required earlier to ensure flight availability. Where you are arranging and purchasing flight tickets and hotel vouchers on behalf of the Artist these shall be paid for in advance by you and full details and (e)tickets received by the Agency at least twenty-one (21) days in advance of the event, unless otherwise stated in the agreement. In some instances the Agency may agree to accept a percentage of the Performance Fee in advance and you will pay the remaining balance of the Performance Fee direct to the Artist or Artist's representative on the day of the Performance and prior to the Performance or on arrival in the country of Performance whichever is the sooner.

Payment will be made in the currency stated in the agreement - usually UK POUNDS, US DOLLARS or EUROS, free of any deduction unless otherwise stated in this agreement. Full payment details will be advised on booking. It is recommended that you use secure electronic transfer system of funds via a reputable bank or cable office. Credit card payments are not accepted. The Agency cannot accept responsibility for cash payments sent by post.

The Artist Performance Fee as stated in this agreement is gross of personal income or commercial trading tax liability. Payment of personal income or trading tax liability is the responsibility of the Artist not the Agency. We strongly recommend that the Artist make provision within their own financial arrangements for the payment of any such liability and keeps such records of their income and commercial activities as may be required by law.

In the event of that any part of the fee remains unpaid or travel or accommodation documents not received within reasonable time for the Artist to plan his/her travel, the booking shall be void and the Artist will not be obliged to fulfill the engagement. The Artist or the Agency shall give no refund of any portion of the fee and travel expenses. 50% of the Artist's Performance fee or other amount as may be stated in the booking agreement as being required to confirm the booking is payable following verbal or electronic requesting of the booking by you if the event or booking be subsequently cancelled or postponed or made void for any reason whatsoever up to a period of eight (8) weeks prior to the event. If the event or booking is cancelled or postponed or made void for any reason whatsoever within eight (8) weeks of the event the full Performance Fee is payable by you.

Should the event be postponed the Artist will not be obliged to accept a re-arranged booking for the event at a later date and cancellation terms will apply.

You are to supply clear and detailed directions to ensure the Artist is able to reach the venue. For overseas events, you must arrange for prepaid transportation for the Artist from the airport to the hotel accommodation to the venue and from the venue to the hotel and to the airport after the event.

If the event is cancelled for whatever reason the Artist shall give no refund of any portion of the Fee or travel or accommodation expenses. Where you have purchased travel tickets or hotel accommodation and sufficient notice of cancellation is given by you to the Agency any unused travel tickets or vouchers shall be returned to you for refund. Where the Artist or the Agency has purchased travel or accommodation at the expense of you and sufficient notice of cancellation is given to the Agency, the Agency shall obtain a refund for the unused travel tickets or vouchers and return the monies received less any deductions made by parties to the purchase of the travel tickets or vouchers to cover cancellation or administration costs and any bank charges and other expenses incurred by the Agency in the transfer of monies to you. You should note that many flight fares are extremely restrictive in regard to cancellation, change of passenger, or change of flight and in some cases no refund or change is allowed by the airline or ticket agent.

If for any reason the Artist cannot fulfill the engagement for reasons outside the Artist's control, including but not limited to travel delays or breakdown of vehicles not owned by the Artist or flight

cancellation or overbooking of flights or customs/immigration problems or damage or loss or confiscation of records or equipment en route or non-availability of accommodation or insufficient or incorrect directions to venue or refusal of entry to venue or similar occurrences outside of the Artist control the booking will be considered to be void and no refund of any portion of the Fee or travel or accommodation expenses shall be given to you. The Artist will take all reasonable steps to fulfill the engagement or advise of any problem or delay or non-arrival where this is both practical and permitted by the authorities.

If the Artist cannot perform for any personal reason including but not limited to death or illness or close family bereavement or other similar emergency the Agency shall take all reasonable steps to advise you and where agreed by you the Agency shall provide on a best endeavors basis a replacement Artist of similar style and skill level providing this is practical in the time available. All travel/accommodation costs for the replacement Artist shall be at expense you. Where practical the non-performing Artist shall refund the full Fee and any pre-paid travel expenses or obtain refund or return any unused tickets or accommodation vouchers to the Agency. The Agency will take reasonable steps to arrange transfer of any travel or accommodation documentation to the replacement Artist providing this is practical in the time available, and that any charges relating to the transfer are paid for by you.

Where a replacement Artist is not required or is unavailable the Agency shall obtain a refund for the unused travel tickets or vouchers and return the monies received less any deductions made by parties to the purchase of the travel tickets or accommodation to cover cancellation or administration costs and any bank charges and other expenses incurred by the Agency in the transfer of monies to you.

No payment shall be made by the Agency to you for any direct or consequential financial loss incurred as a result of the failure of the Artist to perform.

Repeat bookings from you and new bookings resulting from the Artist's Performance detailed in this agreement must be made through the Agency.

Unless otherwise stated in the agreement the Artist will perform for a maximum 2-hours in the Artists usual style.