

The Following clauses shall also form part of this agreement.

1.0 Method of Payment

- 1.1 'Cash / Cheque to the DJ on completion' shall mean that the contractor must pay the DJ the salary in full on the day of the performance.
- 1.2 'Cheque Settlement' shall mean that the contractor must ensure that a cheque for the salary arrives at the offices of Essential DJs (NI) no later than fourteen (14) days prior to the performance.

2.0 No Recording

- 2.1 The Contractor shall ensure that the DJs performance is not recorded for any purpose or by means or manner without the DJs prior written consent.
- 2.2 In the event that the DJ does not consent to the recording or broadcast of part or all of the DJs performance the DJ may negotiate a separate fee for such recording, filming, broadcast and/or grant rights with the party recording, filming or broadcasting the performance.
- 2.3 The Contractor must obtain the DJs prior written approval, via Essential DJs (NI), should photographers or journalists wish to interview the DJ on the day of the performance.

3.0 Sponsorship

- 3.1 The Contractor shall not enter into any agreements with any third parties which would directly or indirectly connect the DJ with a product and/or company without the DJs prior written consent.
- 3.2 The DJ may secure sponsorship appropriate for the DJs performance and the Contractor will not participate in any sponsorship monies.

4.0 Children's Entertainer

- 4.1 If the DJ is a children's entertainer then the Contractor will ensure that responsible adults are present during the performance to oversee the children.

5.0 Deemed Acceptance

- 5.1 This agreement shall be deemed agreed and accepted and binding on the parties once a booking deposit has been received by Essential DJs (NI), in the event that the parties do not raise any written objections to Essential DJs (NI) in respect of any of the provisions of this agreement within fourteen (14) days from the date hereof. And further fail to execute and return the Agreement to Essential DJs (NI) within fourteen (14) days from the date hereof. Neither party shall be entitled to object to the terms in the event that the DJ has already prepared at the request of the Contractor or performed pursuant to the Agreement.

6.0 Cancellation by Contractor

- 6.1 Deposits payable to Essential DJs (NI) are non-refundable except in the circumstances set out in clause 6.2
- 6.2 A fourteen (14) day cooling off period applies to any deposit payable to Essential DJs (NI)
- 6.3 In the event that the Contractor wishes to cancel the DJ's engagement the Contractor shall notify Essential DJs (NI) forthwith and confirm the cancellation in writing. The performance shall not be deemed cancelled until Essential DJs (NI) receives notification of the same via email or mail. For the avoidance of doubt the Contractor shall not be deemed to have cancelled the performance by leaving a message on Essential DJs (NI) answer phone messaging service. The Contractor shall be liable to pay the DJ a cancellation fee calculated upon the number of days remaining until the date that the performance would have taken place.

<u>Days Prior to Performance</u>	<u>Cancellation Fee</u>
Less than three (3) months but more than one (1) month	25% of salary
Less than one (1) month but more than two (2) weeks	50% of salary
Two (2) weeks or less	100% of salary

7.0 Re-Engagement

- 7.1 In the event that an agreement is entered into between the Contractor and the DJ, within twelve (12) months from the date of the last performance the subject of this Agreement, whereby the Contractor re-engages the DJ to perform at the Venue, the parties agree that the salary shall be no less than the salary set out herein.

8.0 The DJ's Performance

- 8.1 The DJ shall be punctual and shall render the DJ's services required to be performed pursuant to this Agreement in a competent and professional manner. The DJ agrees to appear in person and to comply with the reasonable direction of the Contractor.

9.0 The DJ's Failure to Perform

- 9.1 In the event that the DJ is unable to perform due to illness or accident the DJ shall notify Essential DJs (NI) and/or the Contractor forthwith. The Contractor shall be entitled to request a medical certificate or report outlining the reasons for the DJ's failure to appear. The Contractor may request the DJ to perform on an alternative date on similar terms, subject to the DJ's prior professional commitments. At the Contractor's request Essential DJs (NI) shall endeavour to arrange for another performer of similar style and quality to perform the engagement subject to availability and time constraints.
- 9.2 If the DJ fails to perform or cancels the engagement for any reason other than the reasons set out in sub-clause 9.1 above the DJ's acknowledges that such non-performance may affect the Contractor's business and reputation and further acknowledges that the DJ may be liable to pay the Contractor damages for any losses incurred as a consequence of such cancellation or failure to perform. The Contractor acknowledges and agrees that the maximum liability that the DJ shall be liable to pay the Contractor shall be the Salary payable in respect of the performance that the DJ failed to perform or cancelled.
- 9.3 If the DJ is engaged to perform more than one (1) performance pursuant to this Agreement and the DJ fails to perform or cancels one or more of the performance dates but not all of the performance dates the Contractor shall be liable to pay the DJ the Salary in respect of the dates that the DJ did perform.

10.0 Contractor's Warranties - The Contractor warrants, represents and undertakes to the DJ that:

- 10.1 The Contractor is free to enter into this Agreement and to grant the rights hereby granted,
- 10.2 The Venue and its amenities and facilities can be utilised and are fit for the purpose contemplated by this Agreement: and
- 10.3 There are no restrictions, covenants, impediments, encumbrances or disabilities relating to or affecting the Venue, its grounds or any of its amenities which will prevent the DJ's performance from taking place or will inhibit or prevent the DJ from exercising its rights hereby granted and/or fulfilling the DJ's obligations hereunder.

11.0 Security

- 11.1 The Contractor shall be solely responsible for the provision of and maintain the security and safety of the venue, its grounds its amenities and facilities, and of the DJ, and compliance with all statutory requirements and other appropriate codes of practice and guidance or other proper requirements of statutory authorities regarding the safe conduct of all operations in connection with this agreement.

12.0 Force Majeure

- 12.1 This Agreement shall be deemed null and void if either parties material performance hereunder is substantially delayed or becomes impossible or impractical because of or by any reason of any act of God, fire, flood, earthquake, strike, civil commotion, act of Government, lock-out affecting the Venue or an order of any public authority having jurisdiction over the Venue save that refusal to grant a liquor or public entertainment licence shall only render this Agreement null and void if the Contractor had notified Essential DJs (NI) in writing of a pending application prior to the date hereof, or if the refusal applied to an application to renew a licence.

13.0 Income and Withholding Tax

- 13.1 The DJ shall be solely responsible for the DJ's tax and other such liabilities.
- 13.2 It is the responsibility of the DJ to ensure that all work permits and withholding tax certificates are obtained if applicable.

14.0 Public Liability & Health and Safety

- 14.1 It is the parties' responsibility to arrange and keep current suitable public liability insurance.
- 14.2 It is the parties' responsibility to ensure that all equipment is maintained in a safe condition particularly electrical equipment.

15.0 Confidentiality

- 15.1 The parties agree not to disclose the financial details of this Agreement to any third parties other than their professional advisors as may be required by law unless such information is in the public domain.

16.0 Severability

- 16.1 Each of the provisions hereof are severable so that is any provision of the Agreement shall be found to be invalid or unenforceable the same shall not affect the validity or enforcement of the remaining provisions.

17.0 Jurisdiction

- 17.1 This Agreement shall be constructed in accordance with the laws of Northern Ireland whose courts shall have exclusive jurisdiction.

By booking and paying the deposit to Essential DJs (NI) the Contractor and the DJ hereby agree to the terms and conditions set out within this Agreement.

READ AND AGREED -