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## SUB CONTRACTOR, ARTISTE AND PERFORMER TERMS AND CONDITIONS

The contractor hereby agrees that He/she will provide Bellini Entertainments Dance / Hospitality / Promotional Services consistent with the contractor's particular specialized skills, training and experience to clients of Bellini Entertainments on the following terms, conditions and warranties.

1. The contractor represents and warrants that he/she fully understands that he/she is fully responsible for all of his/her tax and National Insurance contributions. The contractor and Bellini Entertainments agree that the contractor should at all times remain an independent contractor on a self employed basis and that no relationship of the employer and employee, partner or other relationship is created or intended to be created by this Agreement for any other purpose. The contractor shall not hold himself/herself as an employee, partner or agent of Bellini Entertainments and has no authority to bind Bellini Entertainments in any manner whatsoever.
2. The contractor agrees to arrive at the venue no later than 15 minutes prior to the event official start time. Any person arriving later than the requested time will be subject to a reduction in agreed fee. Cancellation of duties made with less than 24 hours notice will result in agreed fee being withheld. Bellini Entertainments Ltd reserves the right to withhold agreed fee if any booking is not completed in full as per contract. Bellini Entertainments Ltd reserve the right to charge the performer up to 100% of their agreed fee if they fail to be on time for any assignment, fail to complete the contract in full, fail to conduct themselves in an appropriate manner, cancel less than 24 hours prior to event or bring our agency reputation or our clients reputation into disrepute. Unless otherwise stated in writing fees are agreed for each contract and not as an hourly rate.
- 2a: Contractors who fail to work as contracted or bring Bellini Entertainments reputation and/or good name into question or disrepute in any manner will be liable to any unpaid fees owed to them by Bellini Entertainments, related to this booking or otherwise, being withheld. This includes but is not limited to: in completed contracts, arriving late, cancelling without notice on any booking undertaken, not giving 100% commitment to the booking and not working hard to promote our clients brands, goods or services where applicable.
3. All performances and duties must be conducted safely and responsibly without damaging the reputation of Bellini Entertainments or its client's reputation. Failure to complete an assignment to a satisfactory standard may be subject to a reduction in agreed fee or fee being withheld in its entirety.
4. The contractor agrees that any images / video / media relating to Bellini Entertainments performances, bookings or campaigns may be used for promotional and marketing purposes of any reasonable nature without any further payment due to the performer. Bellini Entertainments Ltd is entitled to use said images / video / media relating to Bellini Entertainments performances, bookings or campaigns for an unlimited period regardless of whether the contractor is still actively working for the agency or not. By embarking on, or taking part in, any performances, events (of any nature) or general bookings for or via Bellini Entertainments Ltd the contractor is agreeing that any images / video / media relating to those Bellini Entertainments performances, bookings or campaigns remain the copyright of Bellini Entertainments and may be used to promote the agency in a reasonable and decent manner. Distribution or reproduction by the contractor of any images / video / media is prohibited and contractors found doing so without written consent may be liable to court action. The contractor agrees to have their mobile phones or other communication device switched off during any active bookings.
5. At all times during the terms of this agreement, the contractor agrees to provide, at their expense, any equipment, costumes, material and supplies for the booking unless otherwise agreed with Bellini Entertainments. Contractors must wear appropriate clothing as stated in the 'UNIFORM / COSTUME' section above. Contractors who fail to wear required costumes or uniforms may be dismissed from duties without payment or notice.
6. It is understood and agreed that as an Independent Contractor, Bellini Entertainments is not responsible for accidents or losses of any description that may occur whilst the contractor is conducting an assignment, and that as such, the contractor is required to obtain, and is responsible for, their own insurance cover.
7. Bellini Entertainments shall compensate the contractor the agreed fee for each completed and accepted assignment. Payment will be made in a timely manner on receipt of an invoice sent to Bellini Entertainments via email (usually 28 working days) Payment will be made via bank transfer directly into the performer or sub contractors' nominated bank account. We do not pay by cheque.
8. The contractor shall not directly or indirectly disclose to any other person other than representatives of Bellini Entertainments at any time, either during the term of the agreement or following its termination or expiration thereof, any coincidental proprietary information pertaining to Bellini Entertainments including but not limited to customer lists, contracts, financial data, sales data, supply sources, business opportunities for new or developing business, plans or models or trade issues of a private nature relating to Bellini Entertainments. Failure to comply may result in legal action.
9. UNDER NO CIRCUMSTANCES are personal details to be exchanged between the contractor and the client. The contractor agrees that during the term of this agreement and for a period of 24 months following the termination or expiration of this Agreement, not to arrange any sessions or events for the client unless agreed with or booked directly via Bellini Entertainments. The contractor will not directly or indirectly solicit or attempt to solicit any clients, potential clients or 'leads' or suppliers of Bellini Entertainments other than on behalf of Bellini Entertainments. Performers or sub contractors will not attempt, directly or indirectly, to damage the reputation of Bellini Entertainments in any manner whatsoever to any person or entity including, but not limited to, existing, previous or potential clients or existing, previous or potential contractors or employees. Failure to comply will result in legal action.
10. Each party may terminate this agreement without cause upon seven days notice before the event date to the other party.
11. Any dance sequences, choreography or company information taught or given to the contractor by Bellini Entertainments or any of its representatives is to be used solely for performances or the project arranged by Bellini Entertainments. Any public or private display of the choreography or forwarding of company information by the performer or contractor at events arranged by any other group, company, person or entity is strictly forbidden unless the performer receives written permission from Bellini Entertainments. Failure to comply may result in legal action.
11. Costumes or equipment supplied by the agency for use on any booking must be returned in the condition in which it was received by the contractor. This includes replacing all items in the original packaging in which it arrived. The contractor is financially liable any items that are damaged or have gone missing during or post the event. The agency reserves the right to charge the contractor the cost of replacement for any items that are damaged, or have gone missing during or post the event whilst in their possession; this may be done either by invoice or by agreed payments being withheld until the item(s) are paid for, replaced or returned. On certain bookings you may be asked to take the agency costumes and/or equipment away at the end of the event and return to the agency within a given timeframe, in this instance you will be responsible for the safety of said costumes and/or equipment and you are financially liable for loss or damage that occurs whilst the items are in your possession.

EVENT & PROMOTIONAL STAFF | CORPORATE HOSPITALITY | ENTERTAINERS | TEQUILA STAFF | BRAND AMBASSADORS

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