



Terms & Conditions

1. The Artiste shall perform the Services in accordance with the instructions of the Company from time to time. In particular all scheduling shall be determined by the Entertainment Manager on board the ship. The Artiste warrants that it shall perform the Services with all due skill, care and diligence and in accordance with all relevant laws and regulatory requirements. The Artiste further warrants that, where applicable, it has all necessary qualifications, certifications or clearances required for performance of the Services.
2. If at any time the Company receives or discovers information which leads the Company to determine (in its absolute discretion) that the Artiste is not suitable to perform the Services then the Company shall have the right to terminate this Agreement forthwith. In the event of such termination, the Company's sole obligation shall be to pay the Artiste a pro rata amount for Services properly undertaken up to the date on which the Agreement is terminated and the Company shall have no further liability to the Artiste. The cost of repatriation shall be the sole responsibility of the Artiste.
3. The Artiste will travel with Passenger Status. The Company shall provide the Artiste with food and accommodation (Guest Entertainer Cabin) on board the ship which, for the period of engagement, shall be free of charge. The Artiste shall be responsible for all expenses of a personal nature incurred on board the ship (e.g. drinks, spa treatments etc). When travelling on Passenger Status, the Artiste is not permitted into Crew areas unless their cabin is allocated in a crew area or they need to use a crew corridor to reach the cabin, the Artiste is there to perform a particular activity such as a show or lecture or if personally invited by the Captain or a member of the SMT (Senior Management Team).
4. For all cruise-specific arrangements, please refer to Agreement email sent from Booking Executive.
5. It is agreed, that where the Artiste is required to join or leave the ship in a foreign port, the Company shall arrange and meet the cost of the required flights Economy Class Only and transfers to/from the ship in the foreign port, and one night's room and breakfast only hotel accommodation where necessary. It is agreed that the Artiste can be flown from any UK airport and will be responsible for all costs of getting to the airport. It is also agreed that the Artiste can be flown back to any UK airport and will be responsible for all costs of returning from the airport. The departure and return airports within the UK may be different. Except as set out above, it is agreed that the Artiste will be responsible for all other expenses and costs including, but not limited to, travel and personal expenses incurred whilst travelling to the hotel and/or airport and/or ship; transport costs including taxis, trains, tubes, hire cars, ferries, petrol, whilst travelling to the hotel and/or airport and/or ship; parking costs (either in Southampton or any UK airport). The Artiste will be responsible for any excess baggage charges unless otherwise agreed in writing in advance by the Company's Entertainment Programme Manager.
6. In the event that the Artiste fails to present for embarkation of any flight properly arranged by the Company then the Company shall have no obligation to arrange or pay for any alternative transport and the Artiste shall be responsible for all costs which either they incur in joining the ship or returning to the UK (as appropriate) or which the Company incurs as a result of the Artiste's failure. Without prejudice to the foregoing, in the event that the Artiste's flight is cancelled or delayed through no fault of the Artiste, and such cancellation or delay results in the Artiste being unable to join the ship in accordance with the period of engagement, then the Artiste should inform the Company as soon as possible and the Company will use its reasonable efforts to source an alternative flight. Should this not prove feasible then the Company will, if necessary, arrange for the repatriation of the Artiste. In either of the foregoing circumstances, should the Artiste not join the ship then no Fee will be payable to the Artiste but the Company will, if appropriate and without obligation, seek to offer the Artiste an alternative cruise to cover the loss of earnings to the Artiste.
7. The Artiste is responsible for obtaining all necessary visas, travel documents and vaccinations required to join the ship and remain on board for the period of engagement, at the Artiste's expense. Failure to do so may result in the Artiste being unable to travel and this Agreement being terminated. The Artiste hereby agrees to indemnify and hold harmless the Company from any and all costs, expenses and liabilities incurred as a result of the Artiste failing to obtain all necessary visas, travel documents and vaccinations.
8. In consideration for the Artiste's proper performance of the Services, the Company shall make payment of the fee noted above for each date in the period of engagement. The Artiste shall invoice Carnival separately for each date in the period of engagement and Carnival shall pay the relevant fee by BACS, following the Artiste's embarkation on to the ship, within 60 days of the date of the Artiste's valid invoice for the same. The Artiste hereby agrees that the fee includes a license granted on the terms set out in clause 13.
9. Where relevant a representative of the Artiste shall be responsible for the division of the fee within the members of the Artiste. All financial responsibility to an agent is to be covered by the Artiste from the fee.

10. Should the Artiste wish to sell merchandise or any services on board the ship then they must complete the attached "On board sales" form at least 14 days prior to joining the ship. The Company will confirm any arrangements agreed in this respect separately.

11. In the event that the Artiste includes in the Services any material that is owned or licensed by a third party ("Third Party Material") the Artiste shall be responsible for obtaining any and all licences, copyright or trademark permissions and other consents necessary to include such Third Party Material in the Services. The Artiste shall provide the Company with evidence that all such licences, permissions and consents are in place promptly upon request.

12. The Artiste hereby grants the Company the right to use the Artiste's intellectual property and the content of the Services (including any copyright or rights in performances and any names, images and logos) for promotional or marketing purposes and to advertise or otherwise promote the Artiste's services in any way it sees fit (including but not limited to promotional advertising, literature, videos, film, CD, Internet, TV, radio and any other method or media, provided that no charge is made by the Company).

13. The Artiste hereby agrees to indemnify and hold harmless the Company from and against any and all expense, liability, loss or claim (including reasonable legal fees) suffered by the Company and arising in connection with any actual or alleged infringement or violation of any patent or registered design, copyright, trademark, trade name, license or other proprietary right of any third party in connection with the Services or the Company's exercise of its rights granted under clause 13.

14. The Artiste will come under the discipline of the Captain whilst travelling on board the ship and shall be required to comply with all on board Codes of Conduct and Company Policies for Dress, Alcohol and Drugs. The Artiste shall not be permitted to gamble whilst on board the ship during the period of engagement. The Artiste shall be subject to the relevant sections of the passenger booking conditions, (as determined in the Company's sole discretion) to the extent that this Agreement does not conflict with such relevant sections only. The passenger booking conditions are available in the latest brochure or on the Company's website.

15. If the Artiste has any guests travelling with them, the Artiste must ensure that those guests are aware that their travel on board the ship is subject to the passenger booking conditions. Under no circumstances may the Artiste have family or friends of any member of the ship's crew travelling as their guest.

16. Without prejudice to any other rights of termination contained herein, the Company shall be entitled to terminate any of the dates set out in the period of engagement upon providing notice in writing to the Artiste as far as possible in advance of the relevant date(s). In the event of any such termination then the Company shall reimburse the Artiste for the Artiste's reasonable and verifiable wasted costs incurred as a direct result of such termination, provided that the Artiste shall be under an obligation to mitigate any such wasted costs. The Artiste shall provide to the Company an itemised invoice, together with such evidence as the Company requires to verify such wasted costs, and the Company shall make payment of the properly invoiced sums within 60 days.

17. In the event of the Artiste:

- a. failing to comply with any of the terms of this Agreement;
- b. failing to attain and/or maintain the standard of work required by the Company;
- c. failing to comply with the Company's Codes of Conduct and Company policies;
- d. failing to comply with the orders and/or directions of the ship's captain;
- e. being found guilty of any misconduct during the period of engagement;
- f. being unable to comply with this Agreement due to illness or some other significant reason as defined by the Company's Entertainment Programme Manager;

then the Company shall have the right to terminate this Agreement forthwith. In the event of such termination, the Company's sole obligation shall be to pay the Artiste a pro rata amount for Services properly undertaken up to the date on which the Agreement is terminated and the Company shall have no further liability to the Artiste or to any accompanying guest travelling with the Artiste. The cost of repatriation shall be the sole responsibility of the Artiste.

18. The Artiste will not make any derogatory remarks or criticise the Company, other cruise brands, passengers or colleagues either verbally, via social media or otherwise.

19. The Artiste must take out and pay for adequate insurance to provide cover in a working capacity. The insurance policy must, as a minimum include i) medical and repatriation coverage for not less than £2 million and cover for the cost of emergency evacuations from the ship, including but not limited to, evacuations by helicopter, and ii) damages to or loss of baggage, props or musical instruments. The Company will not accept liability in these respects whether as a result of its negligence or otherwise. The Company accepts no responsibility for checking the compliance of the policy with the requirements of this clause, and should the insurance not meet such requirements, the Artiste will be responsible for indemnifying the Company for and against any costs or expenses it may incur as a result.

20. If the Artiste has any medical conditions, they must request, complete and return a Passenger Health Questionnaire and failure of any of the responses to be satisfactory to the Company may result in termination of this Agreement, without any liability to the Artiste.

21. In the event that the Artiste leaves the ship of his/her own volition before completion of this Agreement or any part thereof, the Company's sole obligation shall be to pay the Artiste a pro rata amount for work undertaken up to the date on which the Artiste left the ship and the Company shall have no further liability to the Artiste. The cost of repatriation is the sole responsibility of the Artiste.

22. In the event of the cancellation of / or delay in the commencement of any cruise(s) specified in clause 1, the Company may at any time, in its absolute discretion terminate this Agreement. In this event the Company shall give as much notice as is reasonably practicable, but no fee shall be payable to the Artiste in respect of such cancelled or delayed cruise(s). The Company shall have no liability to the Artiste for any loss, expenses, damages or claims whatsoever resulting from such termination.

23. The Artiste shall not disclose to any third party any business, technical, marketing or other information which it receives from the Company in connection with this Agreement ('Confidential Information') without the Company's prior written consent, and will only use such Confidential Information for the purposes of fulfilling its obligations under this Agreement.

24. The Artiste is being engaged as an independent self-employed freelance Artiste and shall not be the agent, servant, or employee of the Company and the Artiste will not hold itself out as such. The Artiste shall have exclusive responsibility for payment of all National Insurance, Income Tax, VAT and any other duties or levies (where relevant) in respect of the fee. The Artiste will indemnify the Company in respect of such liabilities.

25. The Artiste may not assign, subcontract or transfer its rights or obligations under this Agreement, or any part, share or interest in it, without the written consent of the Company.

26. This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of the Company and the Artiste.

27. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof.

28. None of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party hereto.

29. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.