



On-board Entertainment Terms & Conditions

These terms & conditions establish the general terms of which the Company agrees to engage the Artiste for the provision of the Services and is supplementary to the booking agreement which references these terms (the “Booking Agreement”). In these terms, “Agreement” shall mean the Booking Agreement, together with these terms & conditions. Reference to “Company” shall mean Carnival plc trading as Carnival UK, P&O Cruises and Cunard. Reference to the “Artiste” shall mean the individual(s) as identified in the Booking Agreement who is engaged by the Company to provide the Services. “Services” shall mean the entertainment services to be provided by the Artiste to Company as further set out in the Booking Agreement. By signing the Booking Agreement, or completing an act which is consistent with providing the Services (whichever is the earlier), the Artiste is deemed to have accepted the Agreement.

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 guest status. The Company shall provide the Artiste with food and accommodation 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 guest 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. The Artiste must ensure that any equipment brought on board is safe, any electrical equipment is PAT/PEASI tested and complies with all relevant safety regulations and will not cause damage (for example, any computer equipment must be free from viruses).
5. For all cruise-specific arrangements, please refer to the agreement sent from the Company’s Booking Consultant.
6. Unless otherwise agreed in the Booking Agreement, 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 and transfers to/from the ship in the foreign port, and one night's room and breakfast only hotel accommodation where necessary. Unless otherwise agreed in the Booking Agreement, the Artiste shall depart from, and return back to, any airport within the Artiste’s country of residence and will be responsible for all costs of getting to and from the airport. The departure and return airports may be different. Except as set out in the Booking Agreement, 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. The Artiste will be responsible for any excess baggage charges unless otherwise agreed in writing in advance by the Company’s Entertainment Booking Consultant.
7. 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 origin airport (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.
8. 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.

9. In consideration for the Artiste's proper performance of the Services, the Company shall make payment of the fee noted in the Booking Agreement. Unless otherwise stated in the Booking Agreement, the Artiste shall invoice Company separately for each date in the period of engagement following the Artiste's embarkation on to the ship. All payments made by Company shall be paid by BACS and within 60 days of the date of receipt of the Artiste's valid invoice. The Artiste hereby agrees that the fee includes a licence granted on the terms set out in clause 13. Company shall pay interest on any sum overdue at a rate of 2% per annum above the base rate of Bank of England. Such interest shall accrue on a monthly basis from the due date until actual payment date of the overdue amount by the Company.
10. 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.
11. 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.
12. 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.
13. 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 on a worldwide basis for the duration of the Agreement and up to five (5) years afterwards 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).
14. 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 relation to the provision of the Services or in connection with any actual or alleged infringement or violation of any patent or registered design, copyright, trademark, trade name, licence 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.
15. 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 guest 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 guest booking conditions are available to view at www.pocruises.com and www.cunard.com.
16. 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 guest booking conditions. Under no circumstances may the Artiste have family or friends of any member of the ship's crew travelling as their guest.
17. Without prejudice to any other rights of termination contained herein, the Company shall be entitled to terminate any or all 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.
18. 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 determined by a member of the Company's Entertainment team;

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.

19. The Artiste will not make any derogatory remarks or criticise the Company, other cruise brands, guests or colleagues either verbally, via social media or otherwise.
20. The Artiste must take out and pay for adequate medical and third party liability 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, ii) injury to third parties caused or alleged to have been caused as a result of the Services provided by the Artiste and iii) 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.
21. If the Artiste has any medical conditions, they must request, complete and return a Guest 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.
22. 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.
23. In the event of the cancellation of / or delay in the commencement of any cruise(s) specified in the Booking Agreement, 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.
24. In the event of the termination of this Agreement by either party for any reason, it is agreed that where the Company has paid a pre-payment or deposit for the Services, the Artiste shall refund the full amount within 60 days of termination and no further payments shall be payable by the Company to the Artiste.
25. 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.
26. 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.
27. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In this event, if there is a delay or cancellation of any of the cruises specified in the Booking Agreement, the Company may choose to request a change of cruise for the Services to be performed by the Artiste, such request shall not be unreasonably refused by the Artiste. If the period of delay continues or is expected to continue in excess of 30 days, the Company may terminate this agreement by giving 14 days' written notice to the Artiste.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.