

## On-board Entertainment Terms & Conditions

These terms and conditions establish the general terms under which Carnival plc (trading as P&O Cruises and/or Cunard) ("we/us/our") agree to engage the Artiste ("you") for the provision of entertainment services and are supplementary to the booking agreement ("Booking Agreement"). These terms and conditions, along with the Booking Agreement, constitute the agreement between us and you ("Agreement"). "Services" shall mean the entertainment services to be provided by you as detailed in the Booking Agreement. By clicking the link provided in the Booking Agreement and ticking the tick box or completing an act which is consistent with delivering the Services, whichever comes first, you are deemed to have accepted the Agreement.

### 1. Your Services

1.1 You agree to perform the Services (a) in accordance with our instructions from time to time, including, without limitation, any scheduling decisions made by the entertainment management on board the ship; and (b) with care, professionalism, and in line with all relevant laws and regulations.

1.2 You confirm that you hold any necessary qualifications, certifications, or clearances required to perform.

### 2. Fees

2.1 If a fee is payable, it will be detailed in the Booking Agreement and will be inclusive of VAT. Payment will be made within sixty (60) days of our receiving a valid invoice from you. All payments made by us will be by BACS.

2.2 You are responsible for handling your own taxes, including National Insurance, Income Tax, VAT, and anything else that applies. If we face any costs or claims because these aren't handled properly, you will be responsible for covering them.

2.3 If you are part of a group, it is your responsibility, or your agent's, to divide the fee fairly among the members. If you have an agent, any payments owed to them must come out of your fee. We will not be responsible for handling or covering those costs.

### 3. Travel, subsistence and accommodation

3.1 You will travel with "guest status". We will provide you with food and accommodation on board the ship at no cost to you. You will be responsible for any personal expenses you incur while on board, such as drinks, spa treatments, or other extras.

3.2 Unless we've agreed otherwise in the Booking Agreement, if you need to join or leave the ship in a foreign port, we will arrange and cover the cost of your flights and transfers to and from the ship.

3.3 You'll be responsible for getting to and from the airport in your home country, and for covering those costs yourself. Your departure and return airports might be different.

If you miss a flight that we have arranged for you, we will not be responsible for finding or paying for alternative transport. You will need to cover any costs involved in either joining the ship later or returning to your original departure airport. You will also be responsible for any costs we incur because of the missed flight.

3.4 If your flight is cancelled or delayed through no fault of your own and you cannot join the ship as planned, let

us know as soon as possible. Your email confirmation provides out of hours contact details and procedure. We will do our best to arrange an alternative flight. If that's not possible, we'll arrange for your return home if needed.

3.5 Unless stated otherwise in your Booking Agreement, you'll also be responsible for all other travel-related expenses including taxis, trains, hire cars, ferries, petrol, parking, and any personal costs while travelling to the hotel, airport, or ship. You will also need to cover any excess baggage charges unless we've agreed otherwise in writing beforehand.

3.6 For all cruise-specific arrangements, please refer to your Booking Consultant.

3.7 You are responsible for making sure you have all the necessary visas, travel documents, and vaccinations to join the ship and stay on board during your engagement. These must be arranged at your own expense. If you do not have the required documents or vaccinations, you may not be able to travel, and we may terminate the Agreement. You agree to cover any costs, losses, or liabilities we face if you fail to meet these requirements, unless otherwise agreed in your Booking Agreement.

### 4. Your conduct on board

4.1 You, and any guest(s) that you may have travelling with you, shall be required to comply with the guest Booking Conditions (available on the respective brand's website) and our Codes of Conduct and Policies. If you (or your guests) have any medical conditions, you will need to request, complete, and return a Guest Health Questionnaire before joining the ship. If any of your responses are not satisfactory to us, we may terminate this Agreement without further obligation to you.

4.2 You agree that you will not do anything, while on the ship, that is illegal or otherwise likely to cause complaint from us, crew or guests, including for example taking illegal drugs or deliberately injuring or threatening any person. If you do any of those things, this will entitle us to terminate this agreement immediately and require a refund from you within ten (10) working days of all fees paid to you for future services. You are also not permitted to gamble whilst on board P&O Cruises ships. As a guest, you are not allowed in crew-only areas unless:

- (a) Your cabin is located in a crew area,
- (b) You need to pass through a crew corridor to reach your cabin,
- (c) You are performing an activity like a show or lecture in a crew space, or
- (d) You are personally invited by the Captain.

4.4	You agree not make any derogatory remarks or criticise us, any of our brands, our group companies, other cruise brands, guests or colleagues either verbally, via social media or otherwise.	7.	<b>Recording and transmission of your Services</b>
5.	<b>Content of the Services</b>		
5.1	You agree that the Services you perform will not contain material that infringes the copyright or any other rights of any third party (including any right of confidentiality or privacy) nor any obscene, blasphemous or defamatory matter and that if the Services do, we shall be entitled to stop the Services immediately.	8.	<b>Publicity and promotion</b>
5.2	If you include any material while performing the Services that's owned or licensed by someone else (like music, images, or video clips), it is your responsibility to get all the necessary licences, permissions, or consents to use it. You will need to provide proof of these permissions to us promptly if asked.	8.1	You shall provide us with sufficient publicity material within fourteen (14) days of receiving the Booking Agreement.
5.3	Unless we've agreed otherwise in the Booking Agreement, you give us permission to use your intellectual property and any content from your Services (including names, images, logos, and any copyright or performance rights) for promotional and marketing purposes. This permission applies worldwide, for the duration of this Agreement and for up to two (2) years afterwards. We may use this content in any format we choose (such as online, print, video, radio, or TV), if it is for promotion and no charge is made for its use.	8.2	You shall provide us with and allow us to use and reproduce your name, approved likeness and approved biographical material in connection with promoting your Services. All material supplied to us by you, or your agent, shall be deemed to be approved for these purposes unless you have informed us to the contrary in writing in advance.
5.4	You agree to indemnify us and hold us harmless for any legal issues that arise from your performance or the content that you use. This includes any claims or costs (including reasonable legal fees) we might face if your material infringes someone else's rights (like copyrights, trademarks, patents, or licences). You also agree to indemnify us for any losses we may suffer if we use your content as allowed under this Agreement and that use leads to a legal issue or claim.	8.3	We shall promote your Services through appropriate media including our website, social media channels and press releases. You may also promote your Services through your own website and personal and/or professional social media channels.
5.5	If you would like to sell any merchandise or services while on board, you will need to complete the "Onboard Sales" form at least fourteen (14) days before joining the ship. We will confirm separately if your request is approved and what arrangements are in place.	8.4	You agree to share a minimum of two (2) posts on your personal and/or professional social media channels during your time onboard the ship. This content may include, but is not limited to, your Services, onboard dining experiences, shore excursions, spa treatments, and other guest-facing activities. All shared content should reflect positively on us and align with the brand's values and guest experience standards.
6.	<b>Venue and equipment onboard</b>	8.5	Both parties agree not to include in any promotional material for the Services anything reasonably likely to damage either party's business interests or reputation. You further agree not to post any material that reveals behind-the-scenes operations, crew-only areas, or any other non-public aspects of the ship's environment. We reserve the right to request the removal of any content that is deemed inappropriate or inconsistent with these guidelines.
6.1	You agree that we will have the right to determine the maximum volume of the Services you perform.	9.	<b>Rights of cancellation</b>
6.2	If you bring any equipment on board, you must make sure it's safe to use. Any electrical items must be PAT or PEASI tested and meet all relevant safety standards. You also need to ensure that your equipment will not cause any damage, for example, any computers must be free from viruses.	9.1	We have the right to cancel your Services on any or all dates upon written notice to you (which may be by email or by text to the contact details you provide us with and will be deemed received when sent). As well as giving written notice, we will use reasonable endeavours to make direct voice contact with you or your agent to notify you of any cancellation.
6.3	You agree to indemnify us for any damage caused by you to the venue or the equipment provided for your Services. We shall be responsible for any damage caused to your equipment while it is at the venue that is not caused directly by you, and we shall maintain sufficient insurance to cover such liabilities.	9.2	If we cancel your Services under 9.1, we will reimburse you for any reasonable and clearly documented costs you have lost as a direct result - so long as you've taken steps to keep those costs to a minimum. You will need to send us an itemised invoice along with any evidence we ask for to support the claim. Once everything is verified, we will pay the approved amount within sixty (60) days.
6.4		9.3	If you cancel your Services less than fourteen (14) clear days in advance or fail to deliver the Services other than
6.5	We agree to take reasonable steps to ensure that the stage and backstage areas are restricted to authorised personnel.		

for a reason set out in paragraph 14, you shall refund to us within ten (10) working days of the intended performance date all fees already paid to you for that performance, we shall have no further liability to you nor make any further payments to you. You will be responsible for covering any repatriation costs.	13.2 You acknowledges that we have established a Business Partner Code of Conduct and Ethics that can be found at <a href="https://carnivaluksupplier.co.uk/SupplierDocuments.aspx">https://carnivaluksupplier.co.uk/SupplierDocuments.aspx</a> . You shall fully comply with the requirements set out in our Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Deliverables and/or Services. A failure by you to comply with its obligations pursuant to this clause shall constitute a material breach of this Agreement entitling us to terminate this Agreement immediately upon written notice to you.
10. <b>Insurance</b>	13.3 In connection with the supply of the Services, you shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015. You acknowledge that we publish a statement pursuant to the Modern Slavery Act 2015 that can be found at <a href="http://carnivaluksupplier.co.uk/SupplierDocuments.aspx">http://carnivaluksupplier.co.uk/SupplierDocuments.aspx</a> . You hereby confirm your commitment to adopting practices that support the requirements and principles set out in our Modern Slavery Statement.
10.1 You must take out and pay for suitable insurance that covers you while onboard the ship. Your policy must include: <ul style="list-style-type: none"> <li>(a) Medical and repatriation cover of at least £2 million, including emergency evacuation from the ship (such as by helicopter),</li> <li>(b) Cover for injury to third parties caused, or claimed to be caused, by your performance or services,</li> <li>(c) Cover for loss of or damage to your baggage, props, or musical instruments.</li> </ul> 10.2 We will not be liable for any of these risks, even if caused by our own negligence. It's your responsibility to make sure your insurance meets these requirements. If it does not, and we face any related costs or claims, you will be responsible for covering them.	13.4 You represent, warrant, and covenant that you have not and will not take any action that would cause us, our affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.
11. <b>Confidentiality</b>	13.5 At all times while this Agreement is in effect and for at least two (2) years following its expiration or termination, you shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with your performance of this Agreement. We or our designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of yours which are in any way related to the Agreement. You shall provide to us or our designee any information reasonably required to <ul style="list-style-type: none"> <li>(a) understand the materials contained in any such books, records and accounts;</li> <li>(b) trace any payments or expenditures in any way related to our business;</li> <li>(c) ensure that you have complied fully with the terms of the Agreement and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.</li> </ul>
12. <b>Data Protection</b>	14. <b>Force majeure</b>
12.1 Both parties (you and us) will comply at all times with all requirements of Data Protection Law (as defined in the DPA) and with the terms contained in the Carnival Corporation & plc Data Processing Terms, as set out at <a href="https://www.carnivalcorp.com/vendors-suppliers/">https://www.carnivalcorp.com/vendors-suppliers/</a> as at the date of this Agreement ("Data Processing Terms"), which is incorporated into this Agreement by reference, and as supplemented by the details of processing set out in Exhibit B (the "Data Processing Details", and together with the Data Processing Terms, the "DPA").	If you are prevented from performing the Services by events, circumstances or causes beyond your reasonable control, you will not be liable to return any of the fees for that performance, provided that you use all reasonable endeavours to mitigate the effect of the event, circumstance or cause. We may choose to request a change of date or ship for the Services, such request shall not be unreasonably refused by you.
12.2 In the event of any conflict between the clauses in the main body of this Agreement and the DPA, the clauses in the DPA shall take precedence.	
13. <b>Ethics and Compliance</b>	
13.1 You shall fully comply with all relevant economic sanctions, trade embargoes and restrictions, and import and export control laws, as set forth in the terms and obligations accessible at: <a href="https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/">https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/</a> . These terms and obligations may be revised from time to time. It is imperative that you regularly review the linked content to ensure ongoing full compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Services. A copy of these terms and obligations can be provided by us upon request.	

**15. Dispute resolution**

If any dispute arises in connection with this agreement, you and we agree to enter discussions in good faith to settle it.

**16. Assignment and other dealings**

You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement, without our prior written consent.

**17. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. Waiver**

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**19. Third Party Rights**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**20. Entire agreement**

This agreement constitutes the entire agreement between us. Neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. We each agree that we have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**21. Governing law and Jurisdiction**

21.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21.2 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.