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### **Pure DJS the Agency (Pure DJS Ltd) Terms and Conditions**

These are the standard terms and conditions (the "Terms and Conditions") of Pure DJS Ltd ("Pure DJS the Agency"). These terms of business do not contain the entire agreement between us but compromise the principal terms under which we conduct our business. If we agree further terms, we will agree these in writing.

1. Pure DJS and/or the Artiste reserve the right to cancel Contracts without prejudice to full payment if a deposit is not received within 7 days of the Contract Issue Date.
2. The Promoter shall arrange and pay for all appropriate work permits in good time in order for the Artiste to fulfil its obligations under the Contract.
3. The Promoter may only cancel the contract within 24hrs of its issue in writing to Pure DJS. There will be a 15% agency fee charge if it happens.
4. Should the promoter cancel the contract after 24hrs of its issue the full artist fee and any additional fees incurred will be owed to Pure DJS Ltd.
5. The Promoter warrants that for the period of 3 years from the date of this Contract, any offers regarding future engagements for the Artiste by the Promoter shall be directed through Pure DJS and under no circumstances should the Promoter make any such offers to the Artiste or their representatives directly.
6. The Promoter warrants that no recording of any sort or description and for any purpose shall be made of the Artiste's performance without separate prior written agreement of Pure DJS.
7. Agency Fee - The Agency fee is worked out as 15% of the artiste fee charged. Once a booking form is filled in by you or a contract issued this fee is chargeable and non-refundable.
8. Any deposits paid direct to the artiste and is applicable for a refund this can only be refunded by the artiste direct. Pure DJS cannot be held responsible for any applicable refunds owed by the artiste.
9. In the event that the Artiste is unable to fulfil their obligation due to circumstances beyond their control, or due to the scheduling of promotional television or radio appearances, Pure DJS will offer to supply a replacement Artiste and Pure DJS and the original Artiste shall be released from all liability. Should the Promoter turn down the replacement Artiste the contract is void and Pure DJS will refund the Artiste fee minus a 15% agency fee. If a deposit has been paid to the artiste to secure a booking on your behalf then Pure DJS will refund the fee once received back from the artiste minus 15% agency fee.
10. If you have booked a foreign artist and they are unable to fulfil their obligation due to circumstances beyond their control with flight delays then the artiste may offer to reschedule the date rather than refund. Agency fees of 15% will be payable.
11. Should the venue be closed or otherwise out of operation or cancelled on the Dates as set out in Schedule, the Contract will be considered to be fulfilled and full the artiste fee will be owed.
12. In circumstances where an Event is more than one separate attendance on a Date and one of the Dates is cancelled for the reasons set out in clauses 8-9 inclusive or for any reason other than the fault of Pure DJS or the Artiste, the whole Event may be cancelled at the Artiste's or Pure DJS discretion and all sums due under this Contract shall be payable by the Promoter.
13. In circumstances when a foreign artiste/s is booked and the Event is more than one separate attendance on a Date or multiple dates and one of the Dates is cancelled for the reasons set out in clauses 8-9 inclusive or for any other reason all the dates booked could be cancelled at the Artiste's or Pure DJS discretion. The agency fee of 15% will still be owed as in clause 7. Any deposits paid to the artiste direct can only be refunded by the artiste at their discretion and any deposit paid to Pure DJS can only be refunded at Pure DJS discretion.
14. The Promoter agrees that it is their responsibility to ensure all taxes either local or national relating to the Artiste's performance are paid according to the law of the jurisdiction under which the Event is scheduled.

Under no circumstances is there to be a deduction from the Artiste's fee in relation to this issue.

15. All costs incurred by or on behalf of Pure DJS including but not limited to flights, hotels and drivers required by the Artiste are non refundable under any circumstances. Should such costs be agreed as recoupable the Promoter is liable to pay such costs in full or their part of the agreed amount on or before 7 days prior to the Contract Issue Date.
16. All late or overdue payments will be referred to our debt collecting agent and will be subject to a surcharge of 20% + vat of the debt to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
  
17. Force Majeure: The Artiste and Pure DJS will not be held responsible for non attendance as a result of civil strikes, Acts of God or factors beyond the Artiste's/crew's control. All dates would need to be re-scheduled. All costs incurred by or on behalf of Pure DJS or Artist including but not limited to flights, hotels and drivers required by the Artiste are non refundable under any circumstances.
18. In the case of illness a doctor's certificate will be produced and the Promoter will take no action against the Artiste or Pure DJS. In this circumstance the deposit (less Agency fee) and less any costs such as flights, hotels, Work Permits but not limited to will be refunded to the Promoter.
19. Pure DJS is only responsible for the placement of the Artiste and excludes all liability for the performance of the Artiste during the engagement or breaches of the contract by the Artiste. Changes and additions to the Contract must be in writing and will be referred to as Riders. Should any part of this Contract become void or challenged the remainder remains unaffected.
  
20. **Limitation of Liability – Please read carefully**
  - **This condition 19 sets out the entire financial liability of Pure DJS (including any liability for the acts or omissions of its Artistes, employees, agents and sub-contractors) to the Promoter in respect of: a) any breach of the Contract b) any use made by the Promoter of the Services or any part of them c) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.**
  
  - **Pure DJS will not be liable for the following list a-h:**
    - (a) loss of business
    - (b) loss of profits
    - (c) depletion of goodwill and/or similar losses
    - (d) loss of anticipated savings
    - (e) loss of contract
    - (f) loss of goods
    - (g) loss of use or loss of corruption of data or information
    - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

## 21 : INSURANCE/INDEMNIFICATION

(a) Promoter / Client shall obtain and maintain, during the term of this Agreement, accident and employer's liability and public liability insurance of an amount prudent in light of the likely liability that could arise (but in no event in amounts less than the limits set forth in the Artist rider, if any) indemnifying and holding PRODUCER, ARTIST(s) and ARTIST(s)'s traveling party and agent harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement.

(b) Promoter / Client hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not result from the gross negligence of the ARTIST and/or PRODUCER.

22: Under no circumstances may the Artiste be mentioned in any advertising or promotion until the Contract has been signed, returned and the deposit has been received and cleared in Pure DJS Ltd bank account. The deposit will be held in escrow unless we have had to pay an artiste a deposit to secure a booking on your behalf. Agency fees are non refundable.

23: Advertising: Promoter must provide all copies of proposed advertising for Artiste's approval to Pure DJS Ltd prior to use. If you decide not to advertise your event this has to be agreed prior to booking. Full fees will be still charged for breach of advertising rules in point 18.

24: The Promoter warrants that it is authorised and of a legally acceptable age to enter into the Contract, which has been drawn up in accordance with the laws of England and the English courts shall have exclusive jurisdiction.

25: We would appreciate your signing and returning the terms and conditions as acknowledge of its Terms of business. PLEASE NOTE however, that if we introduce and/or negotiate and you accept Engagements from us, then these are the terms of business which will apply to our trading together whether or not you have signed and returned a copy as requested on the contract issued.

Signed and Agreed the terms and conditions: -----

(Promoter)

Date: -----