



## **SELWYN COLLEGE MAY BALL COMMITTEE**

*Senior Treasurer: Dr Stewart O. Sage*

**SELWYN COLLEGE**

**CAMBRIDGE**

**CB3 9DQ**

### **Sam and Gordon Copy**

This AGREEMENT is made on this 12th day of June 2017

BY AND BETWEEN Selwyn May Ball Committee of Selwyn College, Cambridge, CB3 9DQ (hereinafter referred to as 'SMBC');

AND Sam Lumley of Sam and Gordon (hereinafter referred to as "the Artiste").

WITNESSETH that in accordance with the Special Conditions contained in the schedule hereto and subject to the General Conditions hereof, SMBC hereby engages and the Artiste accepts the engagement to perform at Selwyn May Ball, Selwyn College, Cambridge, CB3 9DQ (hereinafter referred to as 'the May Ball').

### **SCHEDULE OF SPECIAL CONDITIONS**

1. The venue of the appearance is to be Selwyn College, Cambridge, CB3 9DQ (hereinafter referred to as "the Venue").
2. The appearance is to take place on 24th June 2017.
3. The Artiste is to arrive at the Venue with the equipment required for its performance at 21:45 24th June 2017.
4. The Artiste is to be available between 21:45 and 22:45pm on 24th June 2017.
5. The Artiste will appear in one performance between 21:45 and 22:45 on 24th June 2017, the venue of which is to be the Chapel at the Venue.
6. The Artiste is to be paid a fee of £90. This fee will be paid to Sam Lumley upon surrender of 2 security passes, which will be no later than 23:15am on 24<sup>th</sup> June 2017.
7. The Artiste is not VAT registered and no VAT is payable under this contract.
8. In accordance with Clause 2 of the General Conditions hereof, the Artiste will be issued with a maximum of 2 security passes.

9. SMBC reserves the right to change the arrival time and starting time of the performance stated in Clauses 3 and 4 of the Special Conditions hereof by up to 45 minutes provided that the Artiste is notified of this change at least 48 hours in advance.

### **General Conditions of Contract**

#### **3. Definitions:**

- a. "Venue" shall be deemed to include those areas of Selwyn College that are used for the purposes of Selwyn May Ball 2017.
  - b. "Committee Member" shall be deemed to include any member of the Selwyn May Ball Committee 2017.
  - c. The word "Artiste" in these conditions shall include all members of any troupe, company, partnership, group or sketch individually and collectively both male and female.
4. On or before 15<sup>th</sup> June 2017, the Artiste will furnish the member of SMBC responsible for entertainment with the names and two passport quality photographs of each person connected with the Artiste requiring entrance to the Venue, signed on the reverse by the relevant person. A security pass bearing their photograph will be issued to each of these persons upon their arrival at the Venue, and this pass will be worn in a prominent position by each person during their presence within the Venue excluding the periods of their performance. This pass is required for admittance to and exit from the Venue and is non-transferable.
  5. The Artiste shall furnish his own music, costume and instruments and shall arrange the loading and unloading of his equipment under the supervision of the SMBC. The Artiste shall be subject to the regulations of the establishment in which he is performing and shall act accordingly, but it is the responsibility of SMBC to make the Artiste aware of such regulations as apply.
  6. Subject to Clause 5 hereof if the Artiste fails to perform in accordance with the terms of this contract the Artiste undertakes and agrees to pay SMBC damages in respect of such breach which shall include all costs incurred by the SMBC arising out of or caused by the cancellation of performance. In the case of a breach of contract on the part of the Artiste he will not be entitled to receive the fees provided for in this contract.
  7. The Artiste shall not be liable to pay the damages in Clause 4 hereof if the Artiste is unable to perform through illness or accident provided:
    - a. that the Artiste notifies the SMBC of the happening of such illness or accident at the earliest possible opportunity;

- b. that a medical certificate by a duly qualified practitioner is sent to the SMBC within three days of the happening of such event setting forth the nature of the illness or injury; and
  - c. that the Artiste if required by the SMBC has submitted to an examination by a duly qualified medical practitioner nominated by the SMBC.
- 8. The Artiste declares that at the time of the signing of this contract he has no other engagement that can preclude him from fulfilling the engagement detailed herein, and that he has not concealed any change of professional name or description.
- 9. The Artiste shall not infringe any copyrights, patents, or other proprietary rights of any party, and in the event of any such infringement shall indemnify SMBC from and against all damages, liabilities and costs incurred by SMBC in consequence thereof.
- 10. SMBC shall be entitled to terminate the contract without liability in the event that the May Ball is cancelled for any such cause out of SMBC's control, such as national mourning, war, fire, strikes or lockouts, or civil commotion or by any reason of the order of licensing or any other public or College authority having control over the May Ball.
- 11. The Artiste undertakes that his performance shall not be dangerous to himself or any person attending the Venue. If any accident or injury, damage to the building, equipment or furniture at the Venue results from the performance of the Artiste through the Artiste's default the Artiste shall pay for any loss occasioned to or any damage or costs incurred by the SMBC.
- 12. The Artiste shall not consume any food or drink provided for guests at the May Ball unless it is given to him by a Committee Member and shall not spectate or participate in any other entertainments.
- 13. The Artiste shall perform in a fit and sober state commensurate with the standards expected at a Cambridge May Ball.
- 14. The SMBC shall have the sole right to determine upon the inclusion as well as the position, size and nature of the type of the Artiste's name in all bills, advertisements and programmes.
- 15. The Artiste shall strictly adhere to the times stated in the Special Conditions of this contract, as to which time is of the essence of the contract.
- 16. The SMBC shall not be responsible for the loss of or damage to the Artistes property.

17. The law applicable to the construction and interpretation of this Contract and regulation of the rights and obligations created by this Contract shall be the law of the place of performance.

Signed for and on behalf of SMBC:

A handwritten signature in black ink, appearing to read "S. Say", with a long horizontal stroke extending to the right.

Signed for and on behalf of Sam and Gordon:

A handwritten signature in black ink, appearing to be a stylized "SG" or similar initials, with a long horizontal stroke extending to the right.