



LONDON - RIO - HAVANA

AUTHENTIC LATIN ENTERTAINMENT

AC de Freitas Luiz t/a Oi Brasil

TERMS AND CONDITIONS

■ Terminology

Below is information on the terminology used throughout these terms and conditions.

"Contract" The contract is made up of these terms and conditions and the "Booking Acceptance Confirmation" document received at the same time.

"The Venue" The location of the agreed performance, stipulated in the Booking Acceptance Confirmation.

"The Performing Artist" A person or group of persons performing for the Client through Oi Brasil.

"The Client" A person or business contracting entertainment services through Oi Brasil.

"The Arrangement" The location, venue, timings, and service being provided, as stipulated in the Booking Acceptance Confirmation.

"Oi Brasil" AC de Freitas Luiz t/a Oi Brasil, acting as the entertainment provider and agent for all Performing Artists.

■ 1. Acceptance of Contract

1.1 This contract can and will be deemed as accepted through verbal, written, or digital (email and text message) communication.

1.2 This contract takes immediate effect upon acceptance whether verbal, written, or digital.

1.3 The Client can refuse to be bound by this contract within 24 hours of receiving it. Refusal must be received by Oi Brasil in writing within this period.

■ 2. Payment Terms

2.1 A deposit of 50% of the total fee is required within 48 hours of booking confirmation to secure the arrangement. This Contract will be void if the deposit is not received within this period.

2.2 The remaining balance of 50% is due no later than 14 days before the event date.

2.3 Payment must be made by bank transfer to: HSBC | Beneficiary: Oi Brasil | Sort code: 40-03-33 | Account number: 12027801. The Client should confirm bank details with Oi Brasil before transferring.

2.4 If payment is not received within the agreed terms, Oi Brasil reserves the right to charge interest at 8% above the Bank of England base rate per annum, in accordance with the Late Payment of Commercial Debts Act 1998.

2.5 If the remaining balance has not been received by the agreed deadline, Oi Brasil reserves the right to withhold the performance until payment is confirmed. Oi Brasil's full fee remains payable in this situation.

2.6 If a bank transfer is returned or fails due to incorrect details provided by the Client, the Client is responsible for any resulting bank charges and must resubmit payment immediately.

■ 3. Cancellation by The Client

3.1 The deposit is non-refundable in all circumstances.

3.2 The following cancellation fees apply based on the notice period given prior to the event date:

3.2.1 More than 90 days before the event: the deposit (50%) is retained by Oi Brasil. No further charge will be made.

3.2.2 Between 30 and 90 days before the event: 75% of the total fee is due and payable to Oi Brasil.

3.2.3 Less than 30 days before the event: 100% of the total fee is due and payable to Oi Brasil.

3.3 As the remaining balance is due 14 days before the event, Oi Brasil will already hold the full fee at the point of cancellation in most cases. Where the full fee has not yet been received, the Client remains liable for the applicable cancellation fee and Oi Brasil reserves the right to pursue the outstanding amount.

■ 4. Cancellation by Venue

4.1 If the Venue cancels their arrangement with the Client, Oi Brasil's full fee remains payable by the Client. If a suitable replacement venue is found, Oi Brasil will perform at the replacement venue. Any additional travel expenses incurred will be payable to Oi Brasil by the Client.

■ 5. Force Majeure & COVID-19

5.1 An "Event of Force Majeure" means any circumstance not within the reasonable control of the Client (excluding bad weather when performing outdoors). In the event of Force Majeure, no fee will be paid to Oi Brasil but reasonable expenses will be covered by the Client.

5.2 If, due to COVID-19 or government restrictions, the Client or Performing Artists must cancel, the Client will be required to reschedule. If Oi Brasil is not available for the rescheduled date, Oi Brasil will refund the deposit. Rescheduling on special dates such as 24th and 31st December and Carnival Weekends may be subject to an increase on the original fee. Government or doctor's proof will be required.

■ 6. Client Provisions

The following are mandatory requirements for all Oi Brasil bookings and are the sole responsibility of the Client. If any item cannot be provided, Oi Brasil must be notified in writing at least 48 hours before the event.

6.1 Bottled or still water for all artists throughout the event.

6.2 An unloading area — a nearby parking or drop-off point to unload costumes and instruments from the vehicle.

6.3 A changing area — a private, secure space for artists to change into costumes.

6.4 A secure area for artists' valuables (mobile phones, wallets, etc.) during the performance.

6.5 A safe performance area — free from glass, slippery surfaces, or other hazards, and fire-safe where feathered costumes are involved.

6.6 Where the total on-site time (including setup, performance, and pack-down) is 4 hours or more, or where the event is located outside Central London, the Client must provide a hot meal for all artists or a contribution of £15 per artist agreed with Oi Brasil in advance. This contribution may be made by cash, meal voucher, or bank transfer to Oi Brasil.

6.7 Oi Brasil's equipment, instruments, and costumes are not available for use by any other person — including venue staff, guests, or other performers — unless express written permission has been granted by Oi Brasil in advance.

■ 7. Costumes & Instruments

7.1 Oi Brasil provides full Brazilian costumes as standard for all performances. All costumes must be approved by the Client in writing prior to the event.

7.2 The following specialist items are available at an additional charge, which must be agreed in writing before the booking is confirmed:

7.2.1 Large exclusive feather pieces — quoted on request.

7.2.2 LED costumes — quoted on request.

7.2.3 LED instruments — £50 extra per musician.

7.3 Any additional costume or instrument charges are payable in full alongside the deposit.

■ 8. Performance Space

8.1 The Client agrees to provide dimensions of the designated performance space if requested by Oi Brasil prior to the event.

8.2 The performance space must meet the minimum dimensions communicated by Oi Brasil prior to the event. If the space provided on the day does not meet these requirements and Oi Brasil deems it unsafe or unsuitable, Oi Brasil reserves the right to adapt or withdraw from the performance without penalty. The Client remains liable for Oi Brasil's full fee in this situation.

8.3 The Client must ensure the venue holds all appropriate licences required for the performance, including entertainment licences where applicable. If a performance is stopped or restricted due to the venue's failure to hold the correct licences, Oi Brasil's full fee remains payable.

8.4 The Client must ensure the venue does not have noise limiters that would inhibit or cut the performance. Where a noise limiter activates during the performance due to the venue's restrictions, Oi Brasil's full fee remains payable and Oi Brasil accepts no responsibility for any resulting reduction in performance quality.

8.5 Oi Brasil will make reasonable efforts to adapt the performance to the available space where possible.

■ 9. Changes to the Arrangement

9.1 The Client may alter performance times within reason. The Client may not alter the performance duration without prior written agreement from Oi Brasil. If the performance duration is altered, an adjusted fee may apply.

9.2 Oi Brasil will endeavour to be flexible with minor timing adjustments on the day where possible. However, the contracted performance times and duration remain binding. Any requirement for additional sets, extended performance time, or overtime beyond the contracted hours will be subject to an additional charge of £50 per 30 minutes per performer, agreed in writing before any extension begins. Flexibility shown by Oi Brasil in the moment does not constitute a waiver of this right.

9.3 If performance times are delayed by the Client, Oi Brasil reserves the right to refuse to stay past the contracted end time. Oi Brasil's full fee remains payable in this situation.

■ 10. Other Entertainment Acts

10.1 The Client must notify Oi Brasil in writing at the time of booking if any other entertainment acts, performers, DJs, or musicians are scheduled to perform at the same event — whether before, during, or after Oi Brasil's performance.

■ 11. Performer Substitution

11.1 Oi Brasil reserves the right to substitute any Performing Artist with a performer of equal or comparable standard where the original performer is unavailable due to illness, injury, or unforeseen circumstances. The quality and nature of the performance will be maintained. This does not constitute a breach of contract and the full fee remains payable.

11.2 Oi Brasil will notify the Client of any significant cast changes as soon as reasonably possible.

■ 12. Direct Contact with Performing Artists

12.1 The Client may not contact any Performing Artist who has performed for them through Oi Brasil directly, without prior written authorisation from Oi Brasil. All communication with Performing Artists must be arranged through Oi Brasil.

12.2 Should the Client wish to re-book any Performing Artist who has worked with them through Oi Brasil, this must be arranged exclusively through Oi Brasil for a period of 24 months from the date of the original performance.

12.3 Any attempt to directly engage or hire a Performing Artist outside of this agreement within the 24-month period will be considered a breach of contract and Oi Brasil reserves the right to pursue damages accordingly.

12.4 If any Performing Artist contacts the Client directly within 24 months of the original performance, the Client must cease contact immediately and notify Oi Brasil at the earliest opportunity.

■ 13. Transport

13.1 Transport within London — where underground or overground services are accessible — is included within Oi Brasil's fee.

13.2 For events outside London — defined as locations not served by the London Underground or London Overground network — transport will be charged in addition to Oi Brasil's fee at the following rates:

13.2.1 Vehicle (8-seater): £150 per day for journeys under 3 hours each way. £200 per day for journeys of 3 hours or more each way.

13.2.2 Mileage: 45p per mile (HMRC approved rate), calculated on the total return journey distance.

13.2.3 Driver: £30 per hour, calculated on total driving time for the return journey.

13.2.4 Parking, tolls, and congestion charges: charged at actual cost with receipts provided.

13.3 For London bookings only: if the event finishes after public transport has ceased operating, Oi Brasil reserves the right to charge the actual cost of taxis or private transport for artists to return home. Receipts will be provided. This clause does not apply to outside London bookings where transport costs are agreed and included in advance.

13.4 Where the Client has confirmed that parking is available at or near the venue, Oi Brasil will include this within the agreed fee. However, if parking is not available on the day as confirmed, any resulting parking costs incurred by Oi Brasil will be charged to the Client at actual cost. Receipts will be provided.

13.5 All transport costs will be communicated to the Client and agreed in writing before the booking is confirmed.

■ 14. Music, Sound & Arrival

14.1 A PA system is not included in Oi Brasil's fee unless expressly agreed in writing in advance and stated in the Booking Acceptance Confirmation.

14.2 Where the performance uses pre-recorded music, the Client is responsible for operating the PA system and playing the music. The Client must ensure the playlist has been tested and is ready to play before Oi Brasil's arrival. Oi Brasil will provide the playlist no later than 48 hours before the event.

14.3 Where the performance includes live drumming, the Client is responsible for checking and communicating to Oi Brasil any volume restrictions or acoustic limitations imposed by the venue, prior to the event date.

14.4 Oi Brasil will arrive at the venue 1.5 hours before the agreed performance time. If the event is already in progress at the time of arrival, the Client must ensure the sound check has been completed in advance. Oi Brasil accepts no responsibility for sound or technical issues where a pre-event sound check has not been possible due to the Client's event schedule.

■ 15. Image, Brand & Costume Use

15.1 Any promotional or marketing material featuring Oi Brasil's name, image, likeness, video footage, costumes, or artistic identity may only be used to represent and sell Oi Brasil specifically.

15.2 The Client and/or any intermediary agency is expressly prohibited from using Oi Brasil's image, footage, or costumes to market, advertise, or sell any other entertainment act, company, or service — whether in a paid or unpaid context. Where Oi Brasil's image or costumes have been used to secure a booking, Oi Brasil must be the act delivered at the event.

15.3 Oi Brasil's costumes remain the sole property of Oi Brasil at all times and may not be reproduced, copied, hired out, or used by any third party without prior written consent.

15.4 Where Oi Brasil provides images, footage, or any material to a Client or agency upon request, such material is provided solely for the purpose of promoting and selling Oi Brasil's services. It may not be used to advertise, promote, or sell any other entertainment act, company, or service, or published on any website or online platform without prior written consent from Oi Brasil. By requesting and using such material, the recipient agrees to these terms.

15.5 Any breach of this clause will be considered misrepresentation and Oi Brasil reserves the right to pursue damages accordingly.

■ 16. Filming & Recording

16.1 Guests and the Client are welcome to film and photograph the performance for personal use and organic social media sharing, and Oi Brasil actively encourages this. Any use of footage or images for paid advertising, commercial campaigns, broadcast, or any purpose from which a third party derives financial benefit must be disclosed to Oi Brasil in advance and requires prior written consent. An additional licensing fee may apply.

16.2 The Client and/or any intermediary agency is strictly prohibited from using footage, photographs, or images of Oi Brasil's performers, costumes, or artistic identity to advertise, promote, or sell any other entertainment act, company, or service.

16.3 Any footage may only be used for the purpose disclosed and consented to in writing prior to the event. Use beyond the agreed purpose will be considered a breach of contract and Oi Brasil reserves the right to pursue an additional licensing fee and/or damages.

16.4 This clause applies to all forms of recording including video, photography, live streaming, and broadcast.

■ 17. Intellectual Property

17.1 All choreography, show concepts, musical arrangements, costume designs, and artistic content created or performed by Oi Brasil remain the sole intellectual property of Oi Brasil at all times.

17.2 The Client may not reproduce, replicate, teach, commission, or brief any third party to recreate any element of Oi Brasil's performance, show concept, or artistic content without prior written consent.

17.3 Where Oi Brasil creates a bespoke show concept for a Client, that concept may not be shared with, sold to, or replicated by any other entertainment company or individual.

17.4 Any music, playlists, edited tracks, or musical arrangements provided by Oi Brasil remain the sole intellectual property of Oi Brasil and may not be reproduced, shared, distributed, or used at any other event without prior written consent.

■ 18. Reputational Protection & Credit

18.1 Oi Brasil reserves the right to decline or withdraw from any performance where the event context, content, or other acts — including any acts not disclosed at the time of booking as required under clause 10.1 — conflict with Oi Brasil's brand values, reputation, technical requirements, or the safety and dignity of its performers. Where identified prior to the event, Oi Brasil will notify the Client at the earliest opportunity. Oi Brasil's full fee remains payable in this situation.

18.2 Where Oi Brasil's performance is featured in any press, media, marketing, or online content relating to the event, the Client agrees to ensure Oi Brasil is credited by name.

■ 19. Performer Safety & Hostile Behaviour

19.1 Oi Brasil reserves the right to pause or terminate the performance without penalty or loss of fee if any guest, client representative, or third party behaves in a manner that endangers, harasses, intimidates, or is inappropriately physical toward any performer. The Client remains liable for Oi Brasil's full fee in this situation.

19.2 Oi Brasil reserves the right to immediately withdraw any individual performer if subjected to inappropriate, threatening, or harassing behaviour. A suitable replacement will be provided where possible.

■ 20. Insurance & Liability

20.1 Oi Brasil holds public liability insurance of £10 million. The Client may request proof of this at any time.

20.2 Oi Brasil accepts no liability for injury to guests at the event caused during the performance.

20.3 The Client is not liable for damages caused by the Performing Artist's performance.

■ 21. Changes to the Contract

21.1 All changes to the Contract must be agreed upon in writing by Oi Brasil and the Client.

■ 22. Complaints

22.1 In the event of a dispute or complaint, the matter must be submitted to Oi Brasil in writing within 28 days of the event date. Oi Brasil will endeavour to reach a satisfactory resolution promptly.

22.2 Complaints arising from arrangements made directly between the Client and any performer without the involvement of Oi Brasil must be resolved between those parties exclusively.

22.3 If a matter cannot be resolved through discussion, both parties should seek independent legal advice. This clause does not affect the Client's statutory rights.

■ 23. General

23.1 If any term of the Contract is deemed invalid or unenforceable by a competent authority, the remainder of the terms shall remain valid.

23.2 All parties agree that this Contract is governed under UK contract law.

NO AMENDMENT TO THESE TERMS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN AGREEMENT

AC de Freitas Luiz t/a Oi Brasil