



garston

entertainments ltd

P.O. Box 755, Altrincham, WA15 5DY

e.mail: info@garston-entertainment.co.uk

Tel: 0845 071 0988

Our Ref: NDC

«Contact 1»

«Venue_Name»

«Address1»

«Address2»

«Address3»

«Address4»

30 November 2010

Dear «Contactfn»

We write to advise that the *Conduct of Employment Agencies and Employment Businesses Regulations 2003* (which are referred to hereinafter as *the Regulations*.) came into force on 6th April 2004. Under those *Regulations*, we are required to present you with our Terms of Business and to seek certain information from you (*the Hirer*) and to establish your exact identity.

Regrettably, no exceptions are made whatever the pre-existing length of the business relationship between us so please forgive any apparent impertinence in issuing this letter which we are now required to do by law.

Would you please be kind enough to complete the enquiry form on Page 3 and return it to us at your earliest convenience in the post paid envelope enclosed. Thank you.

We would like to advise you of our Terms of Business as follows:

Garston Entertainments Ltd acts primarily as an Employment Agency and this letter is to confirm that we work in compliance with *the Regulations* and, as members of the Agents Association (Great Britain), also in accordance with the Associations Code of Conduct.

As an Employment Agency, our position is that we act as Agents for *the Artiste(s)* (who pay us for those services) and, whilst bookings are arranged by us with you, the agreements then coming into force are between you, *the Hirer*, and *the Artiste*.

If we need to act as an Employment Business at any time in arranging *Artistes* for you, then we will tell you so at the time of making the booking and will document that fact in confirmations or contracts issued for such engagement(s). Under those circumstances, your contract is directly with **Garston Entertainments Ltd** to supply *the Artiste*.

We are obliged to make reasonable enquiries with you as to any Health & Safety risks or other legal requirements applying to you / the venue before supplying a work-seeker (*Artiste*). Equally, we will advise you of any special requirements of any of *the Artiste(s)* we supply and, if applicable, of any risks involved in the presentation of *the Artistes* act.

We confirm that we have/will have obtained authorisation from *the Artiste(s)* to act as their Agent for the purpose of seeking, negotiating and securing engagements, as appropriate to their specific talents, within the entertainment industry.

We confirm to you that we have/will have made all reasonable enquiries with *the Artiste(s)* regarding their suitability and that we have obtained all relevant and necessary information required, as defined in *the Regulations*.

If, after having arranged (an) *Artiste(s)* for you, we are made aware that any such *Artiste(s)* is/are or may be unsuitable for the engagement in question, we are obliged to bring this to your attention and possibly to terminate the engagement.

It may often be the case that, in seeking always to supply the best entertainment for you, we will subcontract the services of (a) suitable *Artiste(s)* from other Employment Agencies or Employment Businesses. When and if we do so, we will ensure that our Terms of Business with such other Employment Agency or Employment Business are in place before making the booking and that they, in turn, have all required permissions and information necessary from *the Artiste(s)*. We will also document the involvement of such other Employment Agency or Employment Business in contracts/confirmations issued.

All Artistes are advised to carry Public Liability Insurance (PLI) and, where applicable, to have their equipment PAT certified. You should please stipulate whether *Artiste(s)* PLI is a **necessity** for any engagement. We would also similarly expect you to carry appropriate PLI cover & to ensure that all electricity supply points are regularly checked and are safe for use by *the Artiste(s)*. (If you are hiring a venue, then you should seek such assurances from the venue management).

If payment is being made to us ([Garston Entertainments Ltd](#)) for *Artistes'* fees, then cheques in settlement of such monies should be made payable to “**Garston Entertainments Ltd, Client Account**”. For BACS purposes: Bank Sort Code **20-50-82** Account No: **70845892**.

Where we act as an Employment Business, all cheques in settlement should be made payable to “**Garston Entertainments Ltd**”. For BACS purposes: Bank Sort Code **20-50-82**- Account No: **10913081**

Our invoice issued for monies due will clearly state the account to which payment should be made.

If it is agreed that you will be paying *the Artiste(s)* direct on the day of the performance (or as agreed where multiple performances are booked), the person to whom payment should be made will be named on the documentation. The real name of *the Artiste(s)* will, in any case, appear on confirmations / contracts.

Again, please accept our apologies for having to present you with such a lengthy and seemingly formal letter. It is, however, now required by law that we do so.

If there is anything above that you do not fully understand, feel unable to comply with, or are unhappy about for any reason, please contact Neil Cullen, Nicola Loyden or Kate Michaels at the numbers on our letter heading and we will be more than pleased to discuss the matter with you.

We look forward to being of service to you in the future and thank you for your patience !!

Yours sincerely
for **GARSTON ENTERTAINMENTS LTD**

Neil Cullen
(Managing Director)