

Terms of Business

We, Garston Entertainments Agency, are Members of the Agents' Association (Great Britain) and trade as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319).

To Date
.....
..... Trading and/or known as

We write to confirm our Terms of Business in respect of the Artiste known as (you) in relation to contractual arrangements and engagements for your services within the entertainment industry (Engagements) with third party hirers.

1. You have made yourself known to us as a and have provided/undertake to provide the personal details requested by us to enable us, with your agreement, to introduce, negotiate and secure Engagements on your behalf as appropriate to your talent, capabilities and qualifications. When an Engagement has been negotiated and accepted by both you and the hirer, a contract, whether verbal or written, then exists. We will issue or arrange the issue of appropriate documentation confirming specific details for each Engagement negotiated on your behalf.
2. We will be entitled to the Commission (set out below) for introducing and/or negotiating such a Engagement. Commission will be due on all Engagements introduced and/or negotiated on your behalf. You should note that if you do not honour any Engagement and your failure to honour such Engagement causes a loss of revenue to this Agency, you will be required to pay the Commission on the Fee you would have received for such Engagement except where your failure to perform is caused by reason of illness or by "Force Majeure", as laid down in the VLEC/Equity/Agents' Association Standard Contract (a copy of which will be made available to you upon request). In the case of illness you will be expected to provide us with a Medical Certificate within seven days.
3. We will charge you a commission of **15%** plus VAT (where applicable) (**Commission**) on any and all fees (including advances, deposits guarantees, repeat fees and overages) (**Fee**) payable on any and all Engagements introduced, negotiated or secured by us and accepted by you.
4. You will pay the Commission on any Fee paid or payable to you for any renewals and/or extensions of any Engagements made on your behalf and on any re-engagement made with any hirer at any venue originally introduced, negotiated and/or secured by us where such re-engagement is agreed within a twelve month period of the original Engagement.
5. On all Engagements you undertake where payment is made to you or any third party on your behalf on the night, Commission is payable to us on any such Fee, within **seven** days of such Engagement and on presentation of our invoice whichever is the later.
6. If your account falls more than **30** days overdue then we will be entitled to add interest on a daily basis equivalent to an annual rate of **2%** over Bank of England base rate.
7. You hereby grant us the necessary permission to collect Fees from any Engagement and other monies including (but not limited to) expenses, royalties, repeat fees etc on your behalf in relation to any Engagement we have introduced, negotiated and/or sourced.. Where any Fees are paid to us directly, we will invoice you for the Commission on those Fees on receipt of those Fees. The Commission will be payable on receipt by you of the invoice. We shall be entitled to deduct our Commission from the Fees and other monies held by us.
8. On any Engagement you undertake where payment is made to us then we agree to receive and handle the Fees and any other monies payable to you through our client account. We will pay you any Fees and other such monies within ten days of our receipt of cleared funds, less: (1) any Commission payable on the Fees in relation to that Engagement; (2) any Commission on any Fees in relation to any other Engagement arranged by us where that Commission remains unpaid; and (3) any other monies also properly due to us.

9. Any payment made to you by us prior to our receipt of Fees for any Engagement shall be at our discretion and be deemed to be in the form of a loan, repayable immediately on demand if the Fees are not forthcoming from the hirer. You hereby give us permission to reimburse ourselves for any such loans made, from any Fees or other monies we collect on your behalf at any time.
10. In the event that we have already charged you (or deducted) Commission on an Engagement where it transpires that the Fees are not met in full, then we will rebate our Commission (or issue a credit note) on that portion of your Fees that you did not receive through default on the part of the hirer.
11. It is not our responsibility to recover overdue unpaid monies from any hirer. Any costs we incur over and above the normal cost of collecting monies from a hirer (for example: stopped or re-presented cheques) will be chargeable to you. Any other costs we reasonably incur in the collection of monies from a hirer shall only be incurred and charged to you with your prior agreement.
12. We will keep details of financial transactions made on your behalf for 6 years and details of contracts, confirmations and/or letters of agreement for work negotiated on your behalf for 1 year after the relevant Engagement. Such records may be in written or electronic form.
13. We will be required to provide some of the personal information that you provide to us to each potential hirer. Aside from this, we will keep the personal information you provide us on file and will use it only as necessary to secure work for you. We will not otherwise divulge such information to third parties without your express consent except where we are required to make any such disclosure to your professional body or required to make such disclosure by law. You must be aware that if we receive any information about you that indicates that you may be unsuitable for any Engagement, we are under a legal obligation to notify the hirer as soon as we become aware of that information and/or to investigate such information. You will on request provide us with such information and documents as we require to enable us to properly investigate such information.
14. Please note that in seeking suitable work for you, we may offer your services to other agencies and, where appropriate, will authorise such agencies to collect your Fee from hirers and pay them via our Agency. Where we 'sub contract' our services, we will endeavour to ensure that the second agency is 'suitable' (as defined by regulations) and we may provide such second agency with such personal details as are required to secure the work in question.
15. In the event that an Engagement negotiated and confirmed for you is cancelled by a hirer, you may have grounds for claiming compensation from such hirer - subject to the legal requirements that you use your best endeavours to mitigate any potential loss. You should note that we act only as your Agents in securing Engagements for you and are not a party to the agreement for any Engagement. Therefore, in the event you wish to take action to secure compensation, it will be up to you to proceed directly against the hirer. We will assist in such claim(s) only in so far as we will provide you with copies of any notes or documentation that we hold relevant to the cancelled Engagement. You should also note that Commission (as detailed in above) will be payable to us on any compensation, net of costs, that you secure in such action.
16. We will use our best endeavours to obtain, and make you aware of, any relevant information and/or issues relating to health & safety and any legal requirements you must comply with in any Engagements we negotiate for you. You, in turn, undertake to keep us fully informed of any aspects of, or changes to, your act or presentation which may have health & safety (or other risk) implications of which we should inform potential hirers.
17. It is your responsibility to ensure that your equipment (where applicable) is maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified.
18. It is your responsibility to arrange, and keep current, suitable Public Liability insurance. We recommend that this cover should be in the sum of not less than £5,000,000.
19. Our appointment under these terms of business is non-exclusive and you will be entitled to appoint other agents on your behalf. We do not give you any guarantees as to the level of work or number of Engagements that we will introduce to you. You can terminate our appointment by giving us no less than 30 days notice in writing of your intention to do so. We can terminate our appointment by giving you no less than 30 days notice of our

intention to stop acting for you. In the event our appointment is terminated for whatever reason, you will still be required to pay us the Commission as set out above.

- 20. If any Engagement requires you to work with any persons under the age of 18, you will, on request, provide us with such additional information as we require to ensure you are suitable for that position.
- 21. We are Members of the Agents' Association (Great Britain) and reserve the right to advise fellow Members of that Association (via the Council of The Agents' Association) if you fail to comply with these Terms of Business. Such disclosures, their content and the form they are in, will be at the discretion of The Agents' Association.
- 22. If any provision of this agreement should be held invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.
- 23. This agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.
- 24. If law is introduced and passed in parliament that states that the artiste is required to hold a current ProDub licence
in order to legally perform, then the artiste hereby agrees to obtain such a licence as necessary and for it to be in place whilst accepting and subsequently fulfilling bookings for this agency

We would appreciate your signing and returning the attached copy of this letter by way of your acknowledgement 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 of this letter.

Yours sincerely Acknowledged

Name (block caps)

Date

If you are under 18, the following must be completed:

Date of Birth of applicant:/...../.....

I am the Mother/Father/Guardian (delete as applicable) of and have custody and control of who lives with me at the above address (or specify other address). I agree that the terms of this agreement are to the benefit of and are in his/her best interests.

Any restrictions imposed by this agreement are fair and customary and are outweighed by the advantages immediately and potentially available to

Signature.....

Name (block caps)

Date.....