



Terms of Business (hirers)

We, Clarendon Entertainments Ltd, PO Box 551, Rochester, Kent ME3 7WY (registered office 51 St Margaret's St, Rochester, ME1 1UG), 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 _____

We write to confirm our Terms of Business in relation to contractual arrangements and engagements for services within the entertainment industry (Engagements) with third party artistes.

1. When an Engagement has been negotiated and accepted by both you and the artist, 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. The artiste pays us a commission for introducing and/or negotiating such an Engagement. Commission will be due on all Engagements introduced and/or negotiated.
3. We will charge the artiste a commission on any and all fees (including advances, deposits guarantees, repeat fees and overages)
4. The artiste will pay the Commission on any Fee paid or payable to them for any renewals and/or extensions of any Engagements made on their 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 fifteen month period of the original Engagement.
5. If you hire an artiste introduced to you by Clarendon Entertainments Ltd, or re-hire an artiste within 15 months of the introduction or booking without the written agreement of Clarendon Entertainments Ltd you will be liable to pay the amount of 15% + vat of the gross fee normally paid to the artiste and/or any third party representing the artiste plus the reasonable costs of any additional costs incurred by us as a result of not managing the booking ourselves.
6. On any Engagement where payment is made to us then we agree to receive and handle the Fees and any other monies payable to the artiste through our client account.
7. We will keep details of financial transactions for 6 years and details of contracts, confirmations and/ or letters of agreement for work negotiated with you for 1 year after the relevant Engagement. Such records may be in written or electronic form.
8. Please note that in seeking suitable artistes for you, we may use other agencies. Where we 'sub contract' for services, we will endeavour to ensure that the second agency is 'suitable' (as defined by regulations).
9. In the event that an Engagement negotiated and confirmed with you is cancelled by you, the artiste may have grounds for claiming compensation from you - subject to the legal requirements that they use their best endeavours to mitigate any potential loss. You should note that we act only as an Agent in securing Engagements for artistes and are not a party to the agreement for any Engagement. Therefore, in the event they wish to take action to secure compensation, they will

- proceed directly against you the hirer. We will assist in such claim(s) only in so far as we will provide them with copies of any notes or documentation that we hold relevant to the cancelled Engagement.
10. We will use our best endeavours to obtain, and make artistes aware of, any relevant information and/or issues relating to health & safety and any legal requirements they must comply with in any Engagements we negotiate for them. You also must undertake to keep us fully informed of any factors that may have health & safety (or other risk) implications that we should inform artistes of.
11. It is the artistes' responsibility to ensure that their equipment (where applicable) is maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified.
12. It is the artistes' 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.
13. It is your responsibility as hirer to inform us if the artiste is expected to work with any person under the age of 18.
14. If any Engagement requires the artiste to work with any persons under the age of 18, we will, on request from you, seek to provide you with such additional information as you require to ensure they are suitable for that position.
15. It is your responsibility to ensure the venue has an appropriate Entertainment Licence from the local authority. Please be aware this applies to ALL venues. Clarendon Entertainments Ltd cannot be held responsible for any loss or problems arising from the failure to obtain permissions.
16. ProDub Licence: - DJs, Karaoke or any Artist using backing tracks must hold the relevant ProDub Licence. Most Pro/semi-pro Artistes buy professionally produced backing tracks (and the right to use them) for their performances. However, if any original recording is used or if the Artist is copying, burning or transferring these legally purchased tracks onto a digital format such as an MP3 player, flash drive or laptop for use in professional or semi-professional work – then a ProDub Licence is required. Clarendon Entertainments Ltd has advised artists of this requirement but cannot be held responsible for any artiste failing to comply with this requirement.
17. Contracts will be with the company or organisation named above and not necessarily with the individual person named above unless they are acting as sole trader or partnership.

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 
Stuart Tranter (director)

Acknowledged

Date

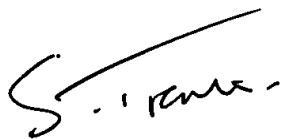
Address:

© 1997 and 2004 The Entertainment Agents' Association Ltd t/a The Agents' Association (Great Britain)
This document is provided for Members of the Agents' Association (Great Britain) as a suggested basic Terms of Business declaration. Members are free to use the document 'as is' or in an extended form as may be appropriate to their own business. It should be noted however that the form and phraseology of this document is the copyright of the Association and is ONLY available for use by fully paid up Members of the Association. It is NOT available for use by any agent / agency whose Membership has lapsed or who is not anyway a Member of the Association.

«Contact number»

We would appreciate your signing and returning this page by way of your acknowledgement of the Terms of Business updated July 2010 (1 page). 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



Stuart Tranter (director)

Acknowledged

«First_name» «Surname», «Company»

Date

Address:

© 1997 and 2004 The Entertainment Agents' Association Ltd t/a The Agents' Association (Great Britain)

This document is provided for Members of the Agents' Association (Great Britain) as a suggested basic Terms of Business declaration. Members are free to use the document 'as is' or in an extended form as may be appropriate to their own business. It should be noted however that the form and phraseology of this document is the copyright of the Association and is ONLY available for use by fully paid up Members of the Association. It is NOT available for use by any agent / agency whose Membership has lapsed or who is not anyway a Member of the Association.