

# ENTERTAINERS AGENCY

## Terms of Business for Hirers

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

1) Entertainers Agency is party to the contract as the supplier of entertainment. In the event of non-fulfillment or breach of any such contract we will accept responsibility up to the cost of the entertainment only.

2) Under certain circumstances, i.e. illness, accident or other events beyond our control we may have to replace an Act with a substitute of similar price or quality without notice or compensation.

3) In the event of cancellation of an engagement, the following charges will be payable:

a) where the Hirer cancels the Engagement less than six months but more than two month prior to the date of Engagement, 50% of the Fee; or

b) where the Hirer cancels the Engagement less than two months prior to the date of the Engagement, the Fee.

It is an integral part of this agreement that such charges are accepted and will be paid within 14 days of our invoice. These fees reflect the fees we will have to pay the cancelled Act(s).

Cancellation of the Engagement will only be accepted in writing with proof of posting. The date of cancellation will be accepted as the date of posting.

4) In most cases we will require a deposit to book entertainment. Deposits are non-refundable, except where an engagement is cancelled by us in which case all deposits will be immediately refunded in full.

5) The balance on any engagement is normally due 10 working days before the event takes place unless otherwise agreed in writing. If the entertainment booked for such an event becomes unavailable and we are unable to find a suitable replacement all moneys received will be repaid.

6) Part or all of our fees may be subject to VAT at the current rate. This will be indicated clearly on all written confirmations.

7) All verbal agreements are confirmed by the signing of a written confirmation or, when the confirmation is sent electronically, by a reply email accepting the terms and conditions applicable to the booking. In the event of very short notice bookings, the written confirmation or electronic confirmation may be sent after the event for your records. Non return of confirmation documents - whether written or electronic - does not constitute cancellation and all verbal agreements will remain in force.

8) No servant or agent of this agency has the power to vary these terms and conditions.

9) The Hirer is to provide a suitable performing area. Unless otherwise agreed the Hirer must provide an electrical supply meeting, or exceeding British Standards where electrical equipment is to be used as part of a performance. Where the Act is expected to wear stage clothing the Hirer must provide adequate dressing room facilities.

10) In circumstances where the Hirer has been asked to provide meals and/or accommodation for the Act, the meal must be a minimum of a hot, two course meal with soft drinks, tea or coffee. Details of the accommodation provided should be notified to Entertainers Agency at least 14 days prior to the Date of Performance and must be of a standard acceptable to Entertainers Agency and the Act.

11) In circumstances where the Hirer has instructed Entertainers Agency to book and pay for flights, accommodation, PA hire or any other services required by the Act for the fulfillment of the contract, and this contract is later cancelled, then the Hirer will be liable for the refund to Entertainers Agency of all monies paid in connection with this.

12) The hirer agrees not to approach the entertainer directly to engage for further bookings, but that all future bookings are made through this office, except where future bookings are to take place in excess of 12 months from the initial performance date.

13) Any contract negotiated through Entertainers Agency shall be subject to these Terms of Business unless otherwise agreed in writing between all concerned parties.

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