

# SHOUT FOR ENTERTAINMENT

SHOUT PROMOTIONS LIMITED.

The Entertainment Agency for all occasions

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## Contract Conditions .

- 1) This contract has been issued by this office under the conditions verbally agreed by the hirer and artiste or their representatives, therefore failure to sign and return a copy of this contract does not in itself constitute a cancellation.
  - 2) IT is agreed and understood that SHOUT Promotions Ltd ( here after referred to as the agency ) acts only in the capacity of Employment Agent in the negotiation of this contract. (The Agency acts only as Employment business where the transaction is on a net deal basis.) Although every care and precaution will be taken by the agency, the agency will not be held responsible for the non fulfilment of bookings by venues, management's or artists.
  - 3) Either party may cancel this contract within 7 days of the date of the contract, without penalty providing written notification is received at this office. Cancellation thereafter may only be done by consent otherwise the cancelling party will be liable to a cancellation fee. In any event, all cancellations must be in writing.
  - 4) Cancellation fees are charged as follows: Less than 42 clear days (6 weeks) notice, 100% fee payable. – Between 6 & 9 weeks notice, 50% fee payable. – Between 9 & 12 weeks notice, 25% fee payable. – More than 12 weeks, no penalty. This agency reserves the right to charge the cancelling party a cancellation fee of 17.5% plus VAT. for the non fulfilment of a booking notwithstanding the date of cancellation, to cover any costs incurred setting up the booking.
  - 5) In the unlikely event that the entertainer does not arrive for the engagement the entertainer shall be solely liable to the client / venue by way of liquidated damages, a sum equivalent to, but not exceeding the agreed fee.
  - 6) Any future bookings between the artist & client/venue within a 12 month period from the date of this contract must be made through the office of this agency. Failure to do so will result in the artist and the venue being liable to pay this agency a charge of 15% plus VAT. of the sum of the booking, or the sum of the last booking as arranged by this agency, whichever is the greater.
  - 7) The artist is solely responsible for adequate insurance cover for personal property, public liability and any other risk which may arise from their performance.
  - 8) The artist is responsible for providing a receipt (VAT or otherwise ) for the client if required.
  - 9) The agent (and/or employees) is to be allowed free and unrestricted access to an event to monitor or communicate with artists.
  - 10) The hirer is responsible to ensure that they have their own public liability insurance.
  - 11) All signatories to this Contract are advised to hold Public liability Insurance and any relevant equipment safety documentation.
- A THE HIRER IS LIABLE TO :**
- 1 Ensure sufficient setting up time is allowed for all acts.
  - 2 Ensure suitable and adequate changing facilities are made available, if required.
- B THE ARTIST TO ENSURE**
- 1 Sound check complete before the audience arrive.
  - 2 Disc Jockeys are to contact the client at least a 3 days before the engagement.

These conditions, along with our Terms of Business form the contract to which all parties are bound.

*(If cannot find your copy of our Terms of Business please request a copy by telephoning our office.)*

*. For a quick reference, the terms can be found on our website on: [www.shout123.co.uk/terms](http://www.shout123.co.uk/terms)*

***For full details of all our services, - [www.shout123.co.uk](http://www.shout123.co.uk)***