

This document is subject to copyright and may not be reproduced without permission.

Shout Promotions Limited operates as an Employment Agency in accordance with the Employment Agencies Act 1973 and The Conduct of Employment Agencies and Employment Businesses regulations 2003. (as detailed in Statutory Instrument 2003 No 3319)

From time to time this Agency operates as an Entertainment Business, when this occurs; it will be clearly stated both verbally and in writing during any negotiations.

1. You have made yourself known to us as an Entertainment Agency and have provided / undertake to provide the details requested by us to enable us, with your agreement to negotiate, on your behalf, to secure contractual arrangements with our Artistes or Clients. When an arrangement has been negotiated and accepted by both Agencies on behalf of the parties, a contract, whether verbal or written, then exists. We will issue or arrange the issue of appropriate documentation confirming specific details for each arrangement negotiated.

2. In making the negotiations on behalf of your Artiste or Client you are confirming to us that you have all the relevant permissions to do so as required by the Employment Agencies Act 1973 and Employment Business regulations 2003.

3. We will be entitled to a commission for negotiating such a contract. Commission will be due on all engagements and/or contracts so arranged. You should note that where any arrangement or engagement is not honoured, which consequently causes a loss of revenue to this Agency and/or your Agency, the decision to charge the Artiste commission must be agreed by both Agencies. In the case of illness, the Artiste must be asked to provide us with a Medical Certificate within seven days if requested.

4. We will charge you a commission of 7.5 % plus VAT (where applicable) on all engagements and/or arrangements secured by us and accepted by you. We will pay you a commission of 7.5 % plus VAT (where applicable) on all engagements and/or arrangements secured by you and accepted by us. Any variation to this rate of commission must be stated at the beginning of any negotiations, and, if a variation is agreed, it must be put in writing in the body of the confirmation / contract.

5. We will expect your artiste to pay a like commission for any renewals and/or extensions of arrangements made on their behalf and on any re-engagement made with any Third Party originally booked by us at any venue where such re-engagement is MADE within a twelve month period of the original engagement.

6. On all engagements between our agencies, commission is payable to us, on presentation of our invoice, within 14 days of such engagement.

7. You hereby grant us the necessary permission to collect fees and other monies including (but not limited to) expenses, royalties, repeat fees etc on behalf of your Artiste and to deduct all monies properly due to us from such receipts.

8. On any engagement your Artiste undertakes where payment is made via us then we agree to receive and handle their fees through our clients' account and to pay you within ten days of our receipt of cleared funds, less any commission due on that and/or any other engagement arranged by us where commission remains unpaid and less any other monies also properly due to us.

9. Any payment made to you on behalf of your artiste by us prior to our receipt of fees shall be at our discretion and be deemed to be in the form of a loan; repayable immediately if the fees are not forthcoming from the Third Party. You hereby give us permission to reimburse ourselves for any such loans made, from any monies we collect on your behalf at any time.

10. On any engagement our Artiste undertakes where payment is made via your agency, then you agree to receive and handle their fees through your clients' account and to pay them via us, within ten days of your receipt of cleared funds, less any commission due on that and/or any other engagement arranged by us where commission remains unpaid and less any other monies also properly due to you.

11. In the event that we or you have already charged an Artiste (or deducted) commission on an arrangement where it transpires that payment for their services was not met in full, then we both will rebate our commission on that portion of the fees that the Artiste did not receive through default on the part of the Hirer.

12. We wish to state that it is not our responsibility to recover overdue unpaid monies from Third Parties. Any costs we incur over and above the normal cost of collecting monies from Third Parties (for example: stopped or re-presented cheques) may be chargeable to you. Any other costs we reasonably incur in the collection of monies from Third Parties shall be only with your prior agreement.

13. In making an enquiry with this agency to book one of our Artistes you must have taken all reasonable steps to ensure that (i) The hirer is a responsible person (ii) the Artiste will be suitable for the engagement (iii) If the booking is made through a sub agent, that the sub agent is a suitable agency/person to do business with. If the sub agent is to collect money that Terms of

1© This document is subject to copyright and may not be reproduced without permission.
Shout Promotions Ltd. May 2004. 01942 888969.

This document is subject to copyright and may not be reproduced without permission.

Business are in place that state he will pass it on to the Artiste or principal agent. Should the sub agent default on payment the artiste will have the right to take enforcement proceedings for payment against the sub agent.

14. In the event that an arrangement negotiated and confirmed for an artiste is cancelled by the Hirer, they may have grounds for claiming compensation from such Hirer - subject to Common Law. You should note that we act only as Agents in securing arrangements for the Artiste and are not a party to the arrangement. We will assist in such claim(s) only in so far as we will provide copies of any notes or documentation that we hold relevant to the cancelled arrangement. You should also note that standard commission (as detailed above) will be payable to us on any compensation, net of costs, that is secured in such action.

15. You undertake to keep us fully informed of any aspects of, or changes to any of your acts performances which may have Health & Safety implications of which we should inform potential Hirers.

16. You undertake to take all reasonable steps to ensure health and safety and any legal requirements are met by any venue you place any of our Artistes.

17. It is your responsibility to ensure that your artistes are advised their equipment (where applicable) is maintained in safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified.

18. It is your responsibility to ensure that your artistes are informed 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. We must be informed prior to booking if any artiste offered by you is under the age of 18. Failure to disclose this fact will give the opportunity to the hirer to cancel the artiste without redress. Should the hirer accept the artiste, full parental consent must be obtained by the artistes' agent.

20. We are a Member 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.

20. In the event of a conflict between your terms and conditions and ours, the instructions in our ToB will prevail until an agreement is made in writing resolving the said differences.

21. 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.

22. 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.

We would appreciate your signing and returning the attached copy of this letter by way of acknowledgement of its safe receipt. PLEASE NOTE however, that if we negotiate and you accept engagements from us, then these are the Terms of Business which will apply to our trading together irrespective of your signature and return of the copy of this letter.

Yours sincerely Acknowledged

Name (block caps) Name of Business.....

Date

Terms of Business Page 2.

In order to keep our records up to date please complete the following details:

In the case of a Limited company the names of the Directors

In the case of a partnership, the names of all partners

In the case of a sole trader, your full name.