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Terms of Business / Venues

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 stated in writing on any relative documentation.

Contractual Agreements.

1. You have made yourself known to us as a venue booker with the authority to book entertainers / entertainment on behalf of your venue and have provided / undertake to provide the detail requested by us to enable us, with your agreement to negotiate, on your behalf, to secure contractual arrangements and/or engagements, as appropriate to your requirements. When an arrangement has been negotiated and accepted by both you (the hirer) and the entertainer (Artiste), 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 on your behalf.

2. Any re-bookings and/or extensions of arrangements regarding any Artiste performing at your venue originally booked by us **MUST** be negotiated through this office where such re-engagement is **MADE** within a twelve month period of the original engagement.

3. In the unfortunate event that you have to cancel an Artiste you must contact this office as soon as possible, initially by telephone and then by fax or letter. **This Agency will endeavour to seek and find a replacement engagement** for the Artiste, obviously the more notice given to us the better. In most cases this is a satisfactory solution. Cancellation clauses appear on the reverse of each contract for the benefit of the Hirer and the Artiste. You should note that we act only as Agents in securing arrangements for the Artiste and are not a party to the arrangement.

4. In the unlikely event that the Artiste has to cancel an engagement, **this Agency will endeavour to seek and find a suitable replacement.** In most cases this is a satisfactory solution. Cancellation clauses appear on the reverse of each contract for the benefit of the Hirer and the Artiste. You should note that we act only as Agents in securing arrangements for the Artiste and are not a party to the arrangement

5. Unless otherwise agreed; payments of Artistes fees will be made to the Artiste at the time of the performance in cash. Requests for receipts (especially VAT receipts) are the responsibility of the Artistes and must be requested at the time of the engagement. Other payment methods can only be agreed by discussion with a Director of this Agency and confirmed in writing.

Publicity.

6. We undertake to provide you, where possible any relevant advertising in the form of posters and pictures that have been provided by the entertainer. In the event that the entertainer has not provided any posters etc, to this Agency; we will forward advertising in the form of posters and pictures subject to our usual standards, on request. Should our advertising not be appropriate you are at liberty to use any pictures we provide to have your own publicity created. Any dispute as to publicity is not in itself grounds for cancellation of any Artiste.

Health & Safety.

7. You must inform this Agency immediately should you be aware or made aware of any Health & safety issues or any legal requirements that could make the performance of an Artiste dangerous or illegal.

8. You are responsible for the safety of any Artiste appearing at your venue in particular:

- You will to the best of your ability not allow the Artiste to be verbally or physically abused by any unwelcome customer(s)

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- You will warn the Artiste of any slippery areas both indoor and outdoor which maybe hazardous when carrying equipment.
- You will ensure that any electrical sockets are safe to use and conform to present Health and Safety regulation standards.
- You will inform the Artiste of any safety concerns you may have
- You will provide a safe area for the Artiste to perform and place their equipment so it is not in the way of the general public.
- This list is not comprehensive and in most cases common sense will prevail.
- You must hold current public and employee's liability insurance.

General.

9. 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.

10. 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.

11. 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

12. 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) Position / Post Held.....

Date

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