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1. You have made yourself known to us as an entertainer (state which solo / DJ etc.)..... and have provided / undertake to provide the personal 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 talent, capabilities and qualifications, for your services, within the entertainment industry. When an arrangement has been negotiated and accepted by both 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 on your behalf
2. 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 by you, which consequently causes a loss of revenue to this Agency, will also be commissionable except where your failure to perform is caused by reason of illness or by "Force Majeure", as laid down in the V.L.E.C. /Equity/Agents' Association Standard Contract, a copy of which will be made available to you upon request. In the case of illness you will be expected to provide us with a Medical Certificate within seven days.
3. We will charge you a commission of 15 % plus VAT (where applicable) on all engagements and/or arrangements secured by us and accepted by you.
4. We will expect you to pay a like commission for any renewals and/or extensions of arrangements made on your 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.
5. On all engagements you undertake where payment is made on the night, commission is payable to us, on presentation of our invoice, within 14 days of such engagement.
6. If your account falls more than 21 days overdue then we will be entitled to add interest on a daily basis equivalent to an annual rate of 3 % over Bank of England base rate.
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 your behalf and to deduct all monies properly due to us from such receipts.
8. On any engagement you undertake where payment is made via us then we agree to receive and handle your 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 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. In the event that we have already charged you (or deducted) commission on an arrangement where it transpires that payment for your services is not met in full, then we will rebate our commission on that portion of your fees that you did not receive through default on the part of the Hirer.
11. 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.
12. We will keep details of financial transactions made on your behalf for 6 years and details of contracts, confirmations and/or letters of agreement for work negotiated on your behalf for 1 year after the relevant engagement/arrangement. Such records may be in written or electronic form.
13. The personal information which we keep on file will be used only as necessary to secure work for you and will not otherwise be divulged to third parties without your express consent except where any Authority having jurisdiction requires such disclosure.

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14. Please note that in seeking suitable work for you, we may offer your services to other Agencies and, where appropriate, will authorise such Agencies to collect your fees from Hirers and pay them via our Agency. Where such 'sub contractions' are arranged we will endeavour to ensure that the second Agency is 'suitable' (as defined by current regulations) and may provide such second Agency with as much of your personal detail as is required to secure the work in question.

15. In the event that an arrangement negotiated and confirmed for you is cancelled by the Hirer, you may have grounds for claiming compensation from such Hirer - subject to Common Law requirements that you use your best endeavours to mitigate any potential loss. You should note that we act only as your Agents in securing arrangements for you and are not a party to the arrangement. It is the case therefore that in the event you wish to take action to secure compensation, it will be up to you to proceed directly against the Hirer. We will assist in such claim(s) only in so far as we will provide you with copies of any notes or documentation that we hold relevant to the cancelled arrangement. You should also note that standard commission (as detailed in 3. above) will be payable to us on any compensation, nett of costs, that you secure in such action.

16. We will use our best endeavours to obtain, and make you aware of, any relevant information and / or issues relating to Health & Safety and any legal requirements in arrangements we negotiate for you. You, in turn, undertake to keep us fully informed of any aspects of, or changes to, your act or presentation which may have Health & Safety implications of which we should inform potential Hirers.

17. It is your responsibility to ensure that your 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 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 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.

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