

## **TERMS OF BUSINESS FOR 'THE SUPPLIER'**

### **ENTERTAINER CONNECTION – TERMS OF BUSINESS FOR 'THE SUPPLIER' (usually the artiste) @ as of May 2016 (working on behalf of the supplier as an Employment Agency)**

Before entering into any contract whether verbal or written, 'the supplier' must agree to abide by the following terms & conditions listed below. Upon acceptance and/or fulfilment of any contracted booking with Entertainer Connection (hereinafter referred to as 'The Company') will assume the hirer's and the supplier's full and unconditional acceptance of these terms & conditions. .

1. 'The Company' will provide work to the supplier within the entertainment, leisure and associated activities.
2. "The Company" will endeavour to procure work to the supplier for all mediums that are appropriate for the supplier to work in.
3. 'The Company' will negotiate on behalf of the supplier contracts with hirers within the industry, for which the supplier authorizes 'THE COMPANY', to enter into those contracts with the hirers on behalf of the supplier.
4. The artiste authorizes 'The Company' to receive monies on behalf of the artiste.
5. 'The Company' will charge a fee for the negotiation of such contracts, this fee will relate to the artiste finding work with the hirers in any aspect of the variety, light entertainment, music, television, radio, video, recording, personal appearance, stage, theatre, writer, director, dancer, photographic, modelling, professional sports person, stuntman, after-dinner speaker, public speaking fields or any other occupation listed in regulation 26 schedule 3 of the Conduct of Employment Agencies and Employment Business regulations.
6. The contracts negotiated on behalf of the supplier do not have any provision for any refunds or rebates included within them except for the cancellation terms set out at item #19 below.
7. All monies received on behalf of the supplier will be paid into a client account immediately upon receipt of or no later than the end of the second business day following the day on which the monies are received. You will receive from 'THE COMPANY' a statement showing the amount or method of calculation of the fee, the date of the engagement and the balance of the fee due to the supplier.
8. Where the fee is paid to 'THE COMPANY' on behalf of the supplier the fee shall be paid to the supplier within 10 (ten) days of the clearance of those monies.
9. Where commissions are owed to 'THE COMPANY' from the supplier, all commissions due up to and including that date will be deducted from monies held within the client account prior to payment of the supplier. Should no monies be held in the client account, 'THE COMPANY' reserve the right to deduct such commissions, in whole or in part, from the supplier's credit or debit card held on file.
10. Should 'THE COMPANY' pay the supplier prior to the receipt of fees from the hirer, it is understood and accepted by the supplier that this payment is in the form of a loan and is conditional on receipt of the fees from the hirer. It is understood and accepted by the supplier that should the hirer at any time, for any reason whatsoever, fail to make the payment within the agreed contractual period then 'THE COMPANY' may ask for full payment immediately from the supplier, either personally or from any monies held on behalf of the supplier within the client account at that time.
11. 'THE COMPANY' will take such steps as are reasonably practicable to ensure that the supplier and hirer are aware of any requirements imposed by law or by professional bodies that must be satisfied by the supplier or the hirer to enable the supplier to work for the hirer in the position which the hirer seeks to fill.
12. It is a requirement of the supplier that they are in possession of Portable Appliance Test (PAT) Certification for all equipment provided by them to be used during their performance.
13. It is a requirement of the supplier that they have full and comprehensive Public Liability Insurance (PLI) that covers all engagements accepted from 'THE COMPANY'.
14. The supplier unequivocally authorizes 'THE COMPANY' to act as an agent with the authority to enter

into contracts on their behalf and in all cases that 'THE COMPANY' may charge a fee as agreed in relation to the supply to which the contract relates.

15. Where 'THE COMPANY' agency has entered into contracts of a supplier with a hirer or on behalf of a hirer with a supplier, the agency shall ensure that the contracts are notified to each party on whose behalf the agency entered into the contract no later than the end of the fifth business day following the day on which the agency entered into the contract.
16. Where more than one agency is involved, the supplier authorizes 'THE COMPANY' to negotiate contracts on their behalf and receive monies due on the supplier's behalf from the other agency. 'THE COMPANY' will make enquiries to their satisfaction that the other agent is suitable to act as an agency and that any monies received by the other agency should be passed to 'THE COMPANY' within 10 (ten) days of receipt.
17. In the event by agreement that 'THE COMPANY' holds monies on behalf of the supplier for a period in excess of 30 (thirty) days (beginning with the day upon which it was received) it shall no later than the 32nd (thirty-second) day give a statement to the supplier setting out the amount held on his behalf at close of business on the 30th (thirtieth) day and shall continue to give statements at intervals of not more than 30 (thirty) days thereafter until all sums held by the agency on behalf of the supplier have been paid to supplier.
18. All invoices issued by the agency in respect of work done by supplier must state where payment is to be made and whether by cheque or banker's draft and to who the said cheque or banker's draft is to be made out or as the case may be, drawn in favour of the agency's client account.
19. All contracts negotiated between the supplier and the hirer are legally binding and cannot be cancelled without full agreement in writing from all parties to the contract. Cancellation fees are consummate with the cancellation fees detailed in the terms of business for venues and clients (the hirer) (item #6) and are as follows: For any cancellation 0-31 days of the booked event 100% of the fee is required. For any cancellation 32-60 days of the booked event 50% of the fee is required. For any cancellation 61-90 days of the booked event 25% of the fee is required.
20. Verbal notification of an impending cancellation to 'THE COMPANY' can only be made by telephone to a live person. Cancellations cannot be made on any answering machine, by SMS, by email or via Social Media.
21. You will pay the commission on any fee paid or payable to you for any renewals and/or extensions of any engagements made on your behalf and on any re-engagement made with the hirer at any venue originally introduced, negotiated or secured by us where such re-engagement is agreed within a twelve-month period of the original engagement.
22. If your account falls more than 60 (sixty) days overdue, then we will be entitled at our discretion to add interest on a daily basis equivalent to an annual rate of 5% over the Bank of England base rate.
23. It is not our responsibility to recover overdue unpaid monies from any hirer. Any costs incurred over and above the normal costs of collecting monies from a hirer, including stopped or re-presented cheques, will be chargeable to you. Any other costs involved in recovering monies from a hirer, shall only be incurred and charged to you with your prior agreement.
24. In the event that any engagement is cancelled after being negotiated and confirmed gives you grounds for claiming from the said hirer, then subject to the legal requirements that you use your best endeavours to mitigate the potential loss, you should note that we only act as your agent in securing engagements for you, and are not party to the agreement for any engagement. In the event that you should take action to secure compensation it is up to you to proceed directly against the hirer. We will assist only in so far that we will provide you with copies of notes and documentation that we hold relevant to the cancelled engagement. Commission will be payable to us on any compensation that you secure in such actions.
25. Should any supplier require the use of strobe lighting, the following points must be strictly adhered to: a legible sign must be placed on the front door of the premises and to each side of the supplier stating: "DURING THIS PERFORMANCE THIS ACT USES STROBE LIGHTING." This sign must be clearly printed in lettering at least three inches high. In addition to this, strobes may only be used for a maximum duration of ten seconds in any two-minute period. The hirer must agree to the use of any strobe lighting.

26. Unless otherwise described in the booking contract, all suppliers are booked on a fully self-contained basis and are responsible for providing their own musical equipment (where applicable), backing-tracks, and sound system.
27. The supplier accepts that they are a self-employed person, responsible for their own income tax, national insurance liabilities and similar contributions in respect of their fees, and hereby agrees to indemnify the hirer from the payment of all such liabilities and contributions.
28. The hirer has the right to determine the volume of supplier's performance. Any decisions taken by the acting manager or their representative is final. Failure to comply will be treated as a breach of contract, whereupon the supplier's performance will be terminated, and a fee will be payable subject to the time worked. The supplier must have a verified, signed statement from the hirer to the time worked prior to leaving the venue.
29. No naked lights shall be carried, nor matches used, nor will any venue's lighting or electrical apparatus be altered without the hirer's permission. The supplier may not bring into the venue any combustible or explosive material or devices.
30. The supplier shall be responsible for their conduct, efficiency, punctuality and behaviour (including their employees or other parties that they introduce to the venue).
31. No fee shall be payable to the supplier for any day where the performance is cancelled for reason of royal demise, national mourning, fire, epidemic, or health reasons, war, strikes, lock-outs or by reason of licensing or public authority.
32. The hirer shall not be responsible for any loss or damage to any personal property of the supplier and they are advised to affect his or her own insurance against any such eventualities.
33. Should any supplier cancel the engagement or fail to perform through illness or external influences, then the supplier must provide documentation to the hirer to substantiate the reason. Failure to provide the said documentation would leave the supplier open to the possibility of the hirer seeking financial compensation.
34. The Supplier and The Company jointly agree they will not engage in any public pronouncements that may be detrimental to the reputation of the Company, Supplier, Artist, Agent, Hirer, fellow performers or venue/s and their staff. Such 'public pronouncements' including but not limited to Twitter, Facebook, websites and all other multimedia platforms and social networking sites.
35. This agreement shall be governed by and construed in accordance with the laws of England and the parties hereto agree to submit to the jurisdiction of the English Courts.