

TERMS OF BUSINESS

We, Big Beat Entertainment, are members of the Entertainment Agents' Association Ltd and trade as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319.

To..... Date

.....

Trading &/or known as

DEFINITIONS

'Hirer' – the person or organisation making the booking.

'Performer' – the artiste, performer, group or company obtaining work.

'Engagement' – the agreed performance arrangement as detailed in the Booking Confirmation.

GENERAL TERMS AND CONDITIONS

This confirms Big Beat Entertainment's Terms of Business in respect of the Performer known as

..... (you)

in relation to contractual arrangements and engagements for your services within the entertainment industry (Engagements) with third party Hirers.

1. You have made yourself known to **Big Beat Entertainment** as a.....and have provided/undertake to provide the personal details and proof of identity requested by us to enable us with your agreement, to introduce, negotiate and secure engagements on your behalf as appropriate to your talent., capabilities and qualifications. When an engagement has been negotiated and accepted by both you and the Hirer, a contract, whether verbal or written, then exists. We will issue or arrange the issue of appropriate documentation confirming specific details for each Engagement negotiated on your behalf.
2. **Big Beat Entertainment** will be entitled to the Commission (set out below) for introducing and/or negotiating such engagement(s) mentioned above. Commission will be due to us on all engagements introduced and/or negotiated by us on your behalf. *You should note that if you do not honour any engagement(s) already accepted by you and your failure to honour such*

engagement(s) causes losses and/or a loss of revenue to this Agency, we reserve the right to charge you up to double the below mentioned commission rate, per engagement, on any following engagement(s) you undertake through this agency so that we can recover our losses. This will apply unless a failure to perform is caused by reason of cancellation by the Hirer (where our commission will be levied only on any damages or compensation you receive), certified illness or accident affecting you or where a contract is “frustrated”, eg by “Force Majeure”. In the case of illness, you will be expected to provide **Big Beat Entertainment** with a medical certificate within 7 days of notifying your cancellation.

You should also note that if you cancel an engagement without adequate reason as detailed above, you may leave yourself open to a claim from, or action by, the Hirer for any loss or damage suffered by such Hirer, as a consequence of your cancellation. In such cases, proven damages are **not limited** to the value of the contract and could be extremely onerous under certain circumstances.

3. **Big Beat Entertainment** will charge you a commission of **15%** plus VAT (where applicable) on any and all fees (including advances, deposits, guarantees, repeat fees, extended engagements and overages) payable on any and all engagements introduced, negotiated or secured by us and accepted by you. We will invoice you for all commissions and/or charges becoming due to us.
4. You will pay the same commission on **ANY FURTHER ENGAGEMENTS** with a Hirer **AT ANY VENUE USED BY THE HIRER** when such re-engagement is **ENTERED INTO AND COMMENCED** within twelve months of engagements made on your behalf by us with the same Hirer.
5. On all engagements you undertake where payment of the fee is made directly to you, or to any third party on your behalf, by the Hirer or the Hirer’s agent, commission is payable to **Big Beat Entertainment** on such fee, within **7 days** of the engagement and on presentation of our invoice, whichever is the later.
6. If you do not pay the commission due within 8 days from the date of the engagement, then **Big Beat Entertainment** will be entitled to add a surcharge for late payment of £10 per invoice.
7. You hereby grant **Big Beat Entertainment** the necessary permission to collect Fees and other monies due to you including (but not limited to) expenses, royalties, repeat fees etc. on your behalf in relation to any engagement that we have introduced to, negotiated and/or sourced for you.

8. On any engagement you undertake where payment is made to **Big Beat Entertainment** then we agree to receive and handle the fees and any other monies payable to you through our Client bank account. **Big Beat Entertainment** will pay you any fees and other such monies received, by bank transfer, within 7 days of our receipt of cleared funds, except that you hereby authorise us to deduct: (1) any commission payable on the fees in relation to that engagement; (2) any commission on any fees in relation to any other engagement(s) arranged by us for you where that commission remains unpaid; and (3) any other monies also properly due to us and including (but not limited to) part or all of any recoupable advances made (see 9. below), monies disbursed for you, and/or spent by us on your behalf, for your travel and/or accommodation and/or any other purposes where such expenditure is legitimately due to be met by you under the terms of the applicable contract(s).

9. Any payment made to you by **Big Beat Entertainment** prior to our receipt of fees from the Hirer for any engagement shall be at our discretion and be deemed to be in the form of a recoupable advance on fees repayable immediately on demand if the fees are not forthcoming from the Hirer. You hereby give us permission to reimburse ourselves for any such recoupable advance(s) made from any fees or other monies we collect on your behalf at any time.

10. In the event that **Big Beat Entertainment** have already charged you (or deducted) commission on an engagement where it transpires that the fees are not met in full, then we will rebate our commission (or issue a credit note) on that portion of your fees that you did not receive through default on the part of the Hirer.

11. It is not **Big Beat Entertainment's** responsibility to recover overdue unpaid monies from any Hirer. Any costs we incur over and above the normal cost of collecting monies from a Hirer (for example because of stopped or re-presented cheques) will be chargeable to you. Any other costs (for example Solicitors fees, Small Claims Court charges etc) that we reasonably incur in the collection of monies from a Hirer shall only be incurred and charged to you with your prior agreement.

12. **Big Beat Entertainment** 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. Such records may be in written or electronic form and will be handled in line with the Data Protection Act 2018 and the General Data Protection Regulations.

13. **Big Beat Entertainment** will be required to provide some of the personal information that you provide to us to each potential Hirer. This **may** include (but is not limited to) your real name, address and telephone number and where applicable, qualifications. Aside for this, we will keep the personal information you provide us on file and will use it only as necessary to secure work for you. We will not otherwise divulge such information to third parties without your express consent except where we are required to make any such disclosure to your professional body or are required to make such disclosure by law. You must be aware that if **Big Beat Entertainment** receive any information about you that indicates that you may be unsuitable for any engagement, we are under a legal obligation to notify the Hirer as soon as we become aware of that information and/or to investigate such information. You will on request provide us with such information and documents as we may require in order to enable us to properly investigate such information.
14. Please note that in seeking work for you, **Big Beat Entertainment** may offer your services to other agencies and, where appropriate, will authorise such agencies to collect your fee from Hirers and pay them via our Agency. Where we “sub-contract” our services, we may provide such second agency with such personal details as are required to secure the work in question. See 13. above.
15. Please note that in, seeking suitable work for you, **Big Beat Entertainment** may wish to include your photograph and/or biographical detail in printed brochures and/or on our website and/or other websites where we maintain a presence. In accepting these terms of business, you hereby authorise **Big Beat Entertainment** to do so and further recognise and agree that in the event that this agreement is terminated as detailed in clause 23, below it may not be possible for us to delete your entry on a website immediately although we will endeavour to do so at the first reasonably, commercially viable opportunity. Under no circumstances will you be entitled to prevent **Big Beat Entertainment** from continuing to distribute any stocks of printed matter already containing your image or detail except for any that contain **only your** likeness and/or details unless it/they are in support of an engagement already accepted by you.
16. In the event that an engagement negotiated and confirmed for you is cancelled by a Hirer, you may have grounds for claiming compensation from such Hirer – subject to the legal requirements that you use your best endeavours to mitigate any potential loss. You should note that **Big Beat Entertainment** only act as your Agents in securing engagements for you and are not a party to the agreement for any engagement. Therefore, in the event that you wish to take action to secure compensations, it will be up to you to proceed directly against the Hirer.

17. **Big Beat Entertainment** will assist in such claim(s) as is reasonably necessary and will provide you with copies of any notes or documentation that we hold relevant to the cancelled engagement. You should also note that commission (as detailed in above) will be payable to **Big Beat Entertainment** on any compensation, net of costs, that you secure in such action.
18. You agree that you will not hand out business cards or any promotional materials bearing their personal telephone number and/or address, or any other contact details other than those of **Big Beat Entertainment**, to the Hirer, their guests or staff. If approached, you must inform the person(s) concerned to contact **Big Beat Entertainment**. This also applies to approaches via Facebook pages when the potential hirer has seen you at a **Big Beat Entertainment** engagement. When at engagements sourced through **Big Beat Entertainment** roller banners used for your back drop should have your contact details blocked out or if this isn't possible, then they should not be used. Any other action will contravene these Terms of Business, and if you are found to have done this, any future dates with **Big Beat Entertainment** may be cancelled.
19. You agree that you will not make any adverse, negative or derogatory comments, however minor, relating to any engagement negotiated by **Big Beat Entertainment**, in any form. This includes posts on social networking sites, prior to, during or following any engagement negotiated by us.
20. **Big Beat Entertainment** will use our best endeavours to obtain and make you aware of, any relevant information and/or issues relating to health and safety and any legal requirements you must comply with in any engagements 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 and safety (or other risk) implications of which we should inform potential Hirers.
21. It is your responsibility to ensure that your equipment (where applicable) is maintained in a safe condition, particularly electrical equipment, which should be PAT (Portable Appliance Testing) certified. It is also your responsibility to arrange and keep current the appropriate music Licence(s) if you are either playing records or are using music copied to other media for public performances.
22. It is your responsibility to arrange, and keep current, suitable Public Liability Insurance. We recommend this cover should be in the sum of not less than £5,000,000.

23. **Big Beat Entertainment's** appointment under these Terms of Business is non-exclusive and you will be entitled to appoint other agents on your behalf. **Big Beat Entertainment** do not give you any guarantees as to the level of work or number of engagements that we will introduce you to. You can terminate our appointment by giving us no less than 30 days notice in writing of your intention to do so. **Big Beat Entertainment** can terminate our appointment by giving you no less than 30 days notice of our intention to stop acting for you. In the event that our appointment is terminated for whatever reason, you will still be required to pay us the commission as set out above and you will still be required to carry out and pay us commission on all contracts and engagements arranged by us and accepted by you during the time this agreement was current. **You should note that whilst you can terminate our right to seek or offer work to you, any such termination by your (or us) does NOT entitle you to consider any contracts already arranged by us and accepted by you up to the time of termination, as being cancelled. Please see again clause 2. Paragraph 2 above.**

In the event that we have between us, already in existence, and /or later agree, any sort of exclusive, and/or sole representation and/or management agreement which contains different terms of obligation and/or notice of termination from those detailed in the preceding paragraph then the preceding paragraph **shall not and/or shall no longer apply and., specifically, the 30 day notice detailed shall not apply.**

24. If any engagement requires you to work with persons under the age of 18, you will on request, provide us with such additional information as we require to ensure you are suitable for that position.

NB. You may delete the following clause (24) before signing and returning a copy of these Terms of Business if you do not want to grant us this particular permission.

However, if rejecting the clause you MUST delete it AND sign and return a copy these Terms.

25. **Big Beat Entertainment** are Members of the Entertainment Agents Association Ltd and you hereby grant us the right to advise fellow Members of that Association (via the Council of The Entertainment Agents Association) if you fail to pay commissions properly due to us and/or fail to honour contracts arrange by us (except by reason of certified illness or accident or by reason of *force majeure*) whereby **Big Beat Entertainment** suffer loss and/or loss of revenue and/or damage as a result of your non-payment or failure to honour contracts. Such disclosures, their content and the form they are in, will be at the discretion of The Entertainment Agents Association.

26. 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.

27. These terms may only be issued by an agency based in and operating from the United Kingdom. This agreement shall be construed in accordance with the laws of the country in the UK where the agency issuing these terms is based and shall be subject to the exclusive jurisdiction of the courts of that country.

Big Beat Entertainment would appreciate your signing and returning the attached copy of this document by way of your acknowledgement of its Terms of Business. PLEASE NOTE however, that if Big Beat Entertainment introduce and/or negotiate and you accept engagements for us, then these are the Terms of Business (save for clause (24) which will not apply) which will apply to our trading together, whether or not you have signed and returned a copy of this letter.

Signed **Print Name**

Date

If you are under 18 the following must be completed

Date of birth of applicant

I am the Mother/Father/Guardian (delete as appropriate) of

and have custody and control of

who lives with me at the above address (see top of page 1 or specify other address)

.....

I agree that the terms of this agreement are to the benefit of

and are in his/her best interests. Any restrictions imposed by this agreement are fair and customary and are outweighed by the advantages immediately and potentially available to them.

Signed **Date**

Print Name