

TERMS OF BUSINESS

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 Contract.

GENERAL TERMS AND CONDITIONS

1. **Big Beat Entertainment** trades as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Business Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319).

2. **Big Beat Entertainment** acts as negotiator only and is not a party to the resulting Booking Contract between the **Hirer** and **Performer**. For this reason, **Big Beat Entertainment** cannot accept responsibility or liability for non-fulfilment or breach of any such Booking Contract by either party, but every reasonable safeguard is assured.

3. Any bookings contracted by **Big Beat Entertainment** which are re-booked by the **Hirer**, **must** be booked through **Big Beat Entertainment**. If not booked through **Big Beat Entertainment** a booking fee of no less than the original would be payable to **Big Beat Entertainment**. Under no circumstances should anyone from the venue be asking the **Performer** for their direct contact details to arrange any future engagements.

4. All bookings arising directly from an Engagement contracted by **Big Beat Entertainment**, must be booked through **Big Beat Entertainment** for a period of 18 months following the original Engagement. The **Performer** agrees to contact **Big Beat Entertainment** if approached directly about any such bookings. The **Performer** should not be booked by the **Hirer** through any other means, including, through another agency for a period of 18 months when they have performed at the **Hirer's** venue through **Big Beat Entertainment**.

5. The **Performer** agrees not to 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, the **Performer** must inform the person(s) concerned to contact **Big Beat Entertainment**. Any other action will contravene these Terms of Business, and if the **Performer** is found to have done this, they may cease to be booked by **Big Beat Entertainment**.

6. Agreements are made separately for each booking, and there is no requirement for any **Performer** to accept any booking offered. The **Performer** can therefore end the

relationship by not accepting any further bookings and **Big Beat Entertainment** can end the relationship by not offering any such bookings.

7. To the extent that any part of these Terms is found to be invalid, unlawful or unenforceable such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.

8. Where appropriate, words importing the masculine shall also include the feminine and the singular number shall also include the plural and vice versa.

BOOKING CONFIRMATION AND PROCESS

9. The Booking Contract issued by **Big Beat Entertainment** represents written confirmation of a prior verbal, electronic or written agreement of the **Hirer** and **Performer** and no signatures are required to bring it into force.

10. Changes to the Booking Contract are permitted but should be arranged and agreed by **Big Beat Entertainment** in advance of the Engagement.

11. On the day of the Engagement, any unavoidable changes to the Booking Contract should first be discussed with **Big Beat Entertainment**. If this is not possible, due to timing and circumstances, the changes shall be negotiated and agreed between the **Hirer** and the **Performer**.

12. Immediately upon receipt of the Booking Contract, each party must read the agreed terms contained therein, which are subject to these Terms of Business. If either party does not want to be bound by the Booking Contract and these Terms of Business, they must notify **Big Beat Entertainment** in writing within 5 days from the date of issue to request that the Booking Contract be revoked.

PAYMENT OF BOOKING AND PERFORMER FEES

13. Where the **Hirer** is an organisation, their Company Policy may dictate that payment of invoices will only be remitted after any Engagement has been completed and within a set time frame following the Engagement (for example, 30 days or through a payment scheme such as Concur). In those circumstances and only on the express agreement of **Big Beat Entertainment** at the time of booking, the following payment arrangement will be implemented, which the **Performer** hereby authorises:

13.1 On confirmation of the booking, **Big Beat Entertainment** will issue an invoice to the **Hirer** for the total amount due, inclusive the **Performer** fee and any other charges, together with the Booking Confirmation.

13.2 The **Performer** agrees that **Big Beat Entertainment** will collect the **Performer** fee due on their behalf.

13.3 The **Hirer** agrees to process payment within a timely manner as soon as is reasonably possible following the Engagement.

13.4 The **Performer** agrees that payment of the **Performer** fee will be made by **Big Beat Entertainment** to the **Performer** following the Engagement, but only on receipt of the **Performer** fee in cleared funds from the **Hirer**.

13.5 On receipt of the **Performer** fee in cleared funds from the **Hirer**, **Big Beat Entertainment** will transfer the **Performer** fee to the **Performer**'s requested account by bank transfer in a timely manner and normally within 7 working days.

14. On confirmation of any private bookings (where clause 13 does not apply), the following terms will apply:

14.1 **Big Beat Entertainment** will issue an invoice to the **Hirer** for the total amount due, inclusive of the **Performer** fee, together with the Booking Contract. **Big Beat Entertainment** will require a non-refundable deposit of 25% of the total cost of the **Performer**'s fees to confirm the booking. This will be held in a client account until the **Engagement** has been fulfilled. **Big Beat Entertainment** will then forward the proportion of the deposit that belongs to the **Performer** to them via the agreed method (usually BACS transfer).

14.2 The **Performer** agrees that **Big Beat Entertainment** will collect this part of the **Performer** fee, due on their behalf unless otherwise stated. The remainder of the fee will be payable to the **Performer**, preferably in cash at the engagement.

14.3 The non-refundable deposit is due strictly within 7 working days of confirmation of the booking or sooner where necessary (for example, if the Engagement is within 7 working days).

14.4 If payment as detailed above has not been received, **Big Beat Entertainment** will inform the **Performer** without delay and the **Performer** may terminate the Booking Contract without penalty. Additionally, the **Hirer** remains liable for cancellation fees as outlined in Clause 34 below.

14.5 Following the Engagement, and where **Big Beat Entertainment** is holding the deposit of the **Performer** fee as detailed above in cleared funds, **Big Beat**

Entertainment will transfer the **Performer** fee to the **Performer's** requested account by bank transfer in a timely manner and normally within 7 working days.

15. If agreed by all parties at the time of booking, the **Performer** fee may be payable by the **Hirer** to the **Performer** in cash or via cheque on the day of the Engagement. In such circumstances, this payment arrangement will be confirmed in writing by **Big Beat Entertainment** and the following terms will apply:

15.1 **Big Beat Entertainment** will issue an invoice to the **Hirer** with the agreed payment terms detailed, together with the Booking Confirmation.

15.2 The deposit is due strictly within 7 working days of confirmation of the booking or sooner where necessary (for example, if the Engagement is within 7 days).

15.3 If the deposit has not been received within 7 days, or sooner as required, **Big Beat Entertainment** will notify the **Performer** without delay and the **Performer** may terminate the Booking Contract without penalty. Additionally, the **Hirer** remains liable for cancellation fees as outlined in Clause 34 below.

16. **Big Beat Entertainment** cannot be held responsible in any way for non-payment of **Performer** fees. However, **Big Beat Entertainment** undertakes to make every reasonable endeavour to protect the interests of the **Performer**.

17. The deposit is non-refundable in all circumstances, except where the Engagement is cancelled by the **Performer**, in which case the deposit will be refunded in full to maintain the goodwill of the **Hirer**.

18. Subject to the approval of the parties and the agreement and written confirmation of **Big Beat Entertainment**, where appropriate, the terms detailed in clauses 13 to 17 above may be subject to variation.

HIRER RESPONSIBILITIES

19. It is the **Hirer's** responsibility to provide a suitable performance area for the **Performer** and guarantee that all Licensing Regulations have been adhered to, and that all necessary licensing requirements for the fulfilment of this agreement are in place.

20. It is the **Hirer's** responsibility to provide adequate supervision of the **Performer** at all times. Should the contracted **Performer(s)** be (a) Children's Entertainer(s), the **Hirer** agrees that a responsible adult person will be in attendance at all times between arrival and departure of the **Performer(s)**

21. It is the **Hirer's** responsibility to ensure there is a safe and adequate power supply meeting or exceeding British Standards where electrical equipment is to be used as part of a performance.

22. It is the **Hirer's** responsibility to disclose any potential Health and Safety issues to **Big Beat Entertainment** prior to the confirmation of any booking.

23. The **Hirer** agrees that they will be responsible for the conduct of their guests or audience and will take every reasonable precaution to prevent the **Performer** being threatened, verbally abused, or physically abused by guests or the audience

PERFORMER RESPONSIBILITIES

24. The **Performer** will perform for the **Hirer** to their highest standard and in the manner in which they have represented themselves to **Big Beat Entertainment** via any promotional material.

25. Unless otherwise stated, the **Performer** agrees to provide all equipment necessary and as required in order to perform in fulfilment of the Engagement.

26. The **Performer** is required to hold valid Public Liability Insurance covering the Engagement and hold current electrical safety (PAT) testing documentation where applicable. The **Performer** must provide these to the **Hirer** or **Big Beat Entertainment** on request. The **Performer** accepts full responsibility for these matters.

27. The **Performer** is not employed by **Big Beat Entertainment** and is responsible for their own accounting and payment of TAX, VAT & National Insurance contributions.

COMMISSION POLICY

28. The total fee agreed with the **Hirer** includes the **Performer** fee, including a commission fee payable to **Big Beat Entertainment** for the provision of agency services only. The full fee is charged directly to the **Hirer** for sourcing and securing the **Performer** for the **Engagement** and is typically equivalent to 15% of the fee required by the **Performer**.

29. Any appropriate taxes (for example Value Added Tax) will be charged at the applicable rate.

CANCELLATION

30. In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the **Performer** or **Hirer**, then the **Performer** or **Hirer** may cancel or request to postpone the booking, without penalty other than loss of booking fee where applicable, unless an alternative booking date can be agreed by all parties.

31. In such cases, the cancelling party must immediately inform **Big Beat Entertainment** and **Big Beat Entertainment** undertakes to inform the remaining parties at the earliest possible opportunity.

32. The **Performer** may not cancel a booking unless unable to perform due to Force Majeure or illness and can provide reasonable proof and or a medical certificate to **Big Beat Entertainment**.

33. In the unlikely event that the **Performer** cancels the booking, the **Performer** must inform **Big Beat Entertainment** immediately. **Big Beat Entertainment** agrees to inform the **Hirer** of the cancellation and make all reasonable attempts to find a suitable replacement **Performer** of similar standard and style, at no extra cost to the **Hirer**. If **Big Beat Entertainment** fails to provide a reasonable alternative, the **Hirer** shall not be obliged to pay the **Performer** fee in respect of the Engagement.

34. If the **Hirer** cancels the Booking Contract for any reason other than Force Majeure the following cancellation fees, may apply (at the sole discretion of **Big Beat Entertainment**):

- a. 60 or more days from the Engagement, then no **Performer** fee will be payable.
- b. between 32 - 59 days from the Engagement, then 50% of the **Performer** fee will be payable.
- c. between 1 - 31 days from the Engagement, then 100% of the **Performer** fee will be payable.

35. All cancellation fees are due to **Big Beat Entertainment** within 7 working days of cancellation. Any cancellation fees paid to **Big Beat Entertainment** intended for the **Performer** will be forwarded on to the **Performer** within 7 working days on receipt of cleared funds.

I/we confirm we have read and accept the terms and conditions as detailed in this document. A signed copy is to be returned to Big Beat Entertainment.

Signed **Date**

Print Name **Role at venue**

Big Beat Entertainment © 2023 All Rights Reserved