

# Standard Terms and Conditions of Business Promoter/Venue

## Background

On 17 December 2003, The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (**Regulations**) were made. The Regulations require that agents within the music agency provide their standard terms of business in writing to each hirer (promoter/venue) with whom they deal.

The Terms of Business (**Appendix 2**) cover those terms set out in the Regulations that we are required to provide you with in order to comply with these Regulations. All definitions and Additional Terms are set out in Appendix 1. **Agreement** By signing this, you confirm your agreement to the Terms of Business (and Appendix 1). These Terms of Business do not contain the entire agreement between us but comprise the principal terms under which we conduct our business. If we agree any further terms, we will agree these in writing. You agree that if, at any time, we agree any terms that conflict with these Terms of Business, such further terms will have no effect.

## Appendix 1

### Definitions

Artist - Any artist with whom you contract or wish to contract in relation to (series of) Engagements.

Engagements - Any arrangement(s), engagement or series of engagements that you will provide for the Artist

Fees - Any fees to be paid by you to the Artist (or to us or any third party on the Artist's behalf) including but not limited to any expenses, advances, deposits, guarantees and overages and including any VAT or other sales tax payable on such amounts

Regulations - The Conduct of Employment Agencies and Employment Businesses Regulations 2003

Terms of Business - The standard Terms of Business out in Appendix 2

We/Us - PRB Media Agency

Email - [info@prbmedia.co.uk](mailto:info@prbmedia.co.uk)

## Appendix 2

### Standard Terms of Business

1- Services

1.1 - We have been appointed as the agent for the Artist.

1.2 - For the purpose of the Regulations, we act on the Artist's behalf as an employment agency not as an employment business.

1.3 - We are not authorised to enter into or sign any agreement with you on the Artist's behalf. We will not enter into agreements with the Artist on your behalf.

1.4 - We will negotiate and agree with you the terms on which the Artist will perform any Engagement(s) and draw up the agreement between you and the Artist.

## 2 - Payment and Deposits

2.1 - You will, on our request, pay the whole or any part of the Fees to us on the Artist's behalf or to any third party nominated by the Artist and notified by us to you.

2.2 - Any deposit payable to the Artist for any Engagement(s) will be held by us in our client account and (subject to paragraph 2.3) will only be payable to the Artist on the day following completion of the Engagement to which the deposit related.

2.3 - Unless you agree otherwise with the Artist, if you cancel or postpone any Engagement for any reason and the Artist was available to fulfil such Engagement, any Fees for that Engagement will be paid to the Artist (or to us or any third party) immediately on demand.

## 3 - Performance

3.1 - We are not responsible for the Artist's attendance at any Engagement and we are not required to ensure that the Artist undertakes any obligations you agree with the Artist.

## 4 - Information

4.1 - You will provide us with:

(a) such information as we require to confirm your identity and the identity of your business (including providing copies of your passport(s) and/or certificates of incorporation);

(b) the nature or name of the Artist;

(c) details and dates of any Engagements for which you wish to engage an Artist together with the location of the Engagement and the duration of the Engagement;

(d) details of any risks involved for the Artist in it attending and performing at the Engagement (including if you are required to conduct any health and safety assessment, a copy of that assessment);

(e) any qualifications and requirements (if any) with which the Artist must comply (including the membership of any union or professional body);

(f) details of the Fees (and any expenses) you are prepared to pay the Artist and the payment schedule;

(g) details of any right for both you and the Artist to cancel or withdraw from any Engagement;

(h) confirmation of whether you will be acting as an employment agency or employment business(for the purpose of the Regulations); and

(i) any other information that would be relevant to the Artist agreeing to undertake any Engagement.

4.2 - We are obliged to provide the information you provide to us under paragraph 4.1 to any potential Artist.

4.3 - Based upon the information you have provided us, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artist for any Engagement.

4.4 - If you do anything which we reasonably consider is detrimental to the interests of any Artist (or if you do not do anything that you have should have done that we consider is detrimental to the interests of any Artist), we reserve the right to provide details of this to the Agents' Association of Great Britain who may in turn provide this information to its members.

## 5 - Travel

5.1 - You are aware that, by the nature of the Engagement, the Artist may be required to travel and live away from home for a period of time. In such case you will provide us with such information in relation to the Artist's travel arrangements and accommodation (if any) as we reasonably require to satisfy yourselves that suitable provisions have been made.

5.2 - If you provide (or promise to provide) travel for the Artist to any Engagement, you undertake to us(and will undertake to the Artist) to provide both travel to the Engagement and travel (or travel costs) for the return journey. You will provide any information we request in relation to such travel. If either we or the Artist are required to pay for any such return travel you will pay to us such costs on demand.

## 6 - General

6.1 - Any Additional Terms referred to in Appendix 1 shall form part of these Terms of Business.

6.2 - Both we and you will be entitled to send any notices or other information we are required to give to the other by email to the email addresses set out in the Appendix 1.

6.3 - Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to this Agreement other than the Artist.

6.4 - These Terms of Business shall be governed by English law.



