

standard terms and conditions of business

Under the regulations governing the Conduct of Employment Businesses made on 17th December 2003, musicmedia events hereby notifying you of our Terms of Business. Please read these carefully.

These Terms of Business may 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. If you object in any way to these terms please notify musicmedia events in writing via email: info@musicmediaevents.com and ask for confirmation of receipt such notification.

Signed

Signed

.....

.....

Sean Quinn

..... PRINT NAME

For and on behalf of musicmedia events.

For and on behalf of
COMPANY.....
(who be signing this warrants that he/she is authorised to sign on behalf of the Promoter)

Dated.....

Dated.....

APPENDIX 1

DEFINITIONS

Artist - Any performer with whom the Promoter wants to contract or wish to contract in relation to (a series of) Engagements.

Promoter – Party that wants to hire, contract Artist for engagement.

Agent – Appointed by Artist or Promoter to secure Artist for engagement(s).

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

Fees - Any fees to be paid by Promoter to the Artist (or to 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.

Booking Fee - Charge for music media’s services.

We/Us – musicmedia events tel: 08456 432 676 email: info@musicmediaevents.com

APPENDIX 2

Standard Terms of Business

1 Services

1.1 To source Artist(s) for a particular Engagement(s)..

1.2 We will negotiate and agree terms between The Promoter and Artist's representative for an Engagement(s). An agreement takes place when The Artist confirms acceptance of the engagement as detailed in offer from the Promoter.

1.3 We will either draw up agreement or if Artist has sole representation their respective agent will issue the contract confirming the terms of agreement relating to the Engagement(s). We will then communicate any amendments or additions that either the Promoter and/or Artist want to make this agreement.

1.4 We are not authorised to enter into or sign any agreement on behalf of the Artist or the Promoter in this respect. Unless specifically stated otherwise we will at all times act as Agent and never as the principal.

1.5 For the purpose of the Regulations We act as employment agency and not as an employment business.

1.6 As We are not signatory to agreements, The Artist, their own Agent or Promoter may also want to issue their own terms of business.

2 Payment and Deposits

2.1 The Promoter will normally be required to pay whole or any part of the fee to the nominated account stipulated in the contract by the issuing Agent acting on behalf of The Artist.

2.2 Any deposit payable to the Artist for any Engagement(s) will be normally held in Agent's client account and (subject to paragraph 2.3) paid to the Artist on the day following completion of the Engagement to which the deposit related.

2.3 Unless agreed otherwise between Promoter and The Artist, if the Promoter cancels or postpones the Engagement(s) then they will forfeit their deposit. If such cancellation takes place within a month prior to the Engagement(s) and then the full fee will be paid by Promoter to the Artist upon demand. 75% of fee within 31-90 days and 50% 3 months before commencement of Engagement(s). Cancellations must be sent into writing to the email address above and receipt acknowledged with a return email.

2.4 Our booking fee will be agreed from the outset and is payable in full once the Artist has accepted the Engagement(s) offered by The Promoter. When the fee forms part of a commission of Artist's fee then cancellation terms will be the same as Artist fee in 2.3

2.5 Any outstanding balances due to Artist by Promoter will be paid to nominated bank account within seven (7) days completion of The Engagement unless otherwise agreed.

2.6 If the Engagement is cancelled by the Artist then the Artist should promptly repay the Fee with any recoverable expenses to Promoter. In such an eventuality We will use our best endeavours to find a suitable replacement.

2.7 Should the Promoter decide against proceeding with an Artist that it has directed Us to find then the Booking Fee will still be payable in full to Us in recognition of the work done.

3 Performance

3.1 We are not responsible for the compliance of by Promoters or Artists of their respective obligations in relation to engagements although We take all normal precautions. We act as agent and not as principal and as such accept no liabilities for any acts, failures, errors and omissions on part of the principal.

4 Information.

4.1 The Promoter will provide

- a) Confirmation of their identity and business.
- b) Details and dates of Engagement date(s), location and duration of Artist performance.
- c) Details of any risks involved for the Artist in attending and performing at the Engagement including a copy of any health and safety assessment where required.
- d) any qualifications and requirements (if any) with which the Artist must comply.
- e) Details of fee and payment schedule plus any additional expenses. Unless otherwise agreed between Artist and Promoter, the Promoter will provide in addition to fee, a PA & lighting system (Production) and a dressing room catering rider. Other Artist expenses such as travel, additional meals and hotels will be agreed separately as part of the offer from The Promoter to The Artist. Other local expenses such as venue hire, venue staff, licence payments etc. will normally remain the cost of The Promoter.
- f) Prior to acceptance of amended contract details of any right for Promoter or Artist to withdraw or cancel the Engagement.
- g) Any further information relevant to the agreement of this Engagement(s).

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 ourselves that suitable provisions have been made.

5.2 If Promoter provides (or promises to provide) travel for the Artist to any Engagement, the Promoter undertakes to Us (and will undertake to the Artist) to provide both travel to the Engagement and travel (or travel costs) for the return journey. Promoter will provide any information upon request in relation to such travel. If either the Artist is required to pay for any such return travel the Promoter will pay to the Artist costs on demand.

6. General

6.1 All copyright and other intellectual property rights relating to any performance and any material or documentation used by the Artist during a performance remain vested in the Artist. Any information received by or from Us about the event and/or Artiste is strictly confidential and may only be used in relation to each particular Engagement. Under the terms of the Data Protection Act, We are not allowed to disclose any information on the Artiste unless that Artiste has given specific permission. By accepting these Terms of Business, you accept that We may hold information on your behalf about specific Engagements and/or Artist(s) and/or their personal details.

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

6.3 Any notices or other information communicated between Promoter, Artist and Us will be given by email to the address set out in the Appendix 1.

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

6.5 Variation in Terms of Business: Any changes to these Terms of Business must be notified in writing within 5 days of such variation being applied.

6.6 **PLEASE NOTE** however, that if We introduce and/or negotiate and you accept Engagements from Us, then these are the Terms of Business which will apply to our trading together.