



TERMS AND CONDITIONS OF BUSINESS
OF
FIND YOUR ACT LTD

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 **“Agent”** means **FIND YOUR ACT of SK BUILDING, 599 to 613 PRINCES ROAD, DARTFORD, DA2 6HH**
- 1.2 **“Client”** means any person who purchases Services from the Agent;
- 1.3 **“Artist”** means the performer secured for the Engagement;
- 1.4 **“Booking Form”** means a booking document, quotation or other similar object describing the agency Services;
- 1.5 **“Services”** means the agency services as described in the Booking Form;
- 1.6 **“Engagement”** means the employment or use of the Artist by the Client, or any third party to whom the Client has introduced the Artist, on a permanent or short-term basis under any form of contract or relevant agreement;
- 1.7 **“Booking Fee”** means the monies due to the Agent from the Client for providing the Services;
- 1.8 **“Performance Fee”** means the monies due to the Artist from the Client for the Engagement;

- 1.9 **“Rider”** means the specific requirements stipulated by the Artist in terms of the Engagement regarding food, accommodation and any other necessities;
- 1.10 **“Terms and Conditions”** means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.11 **“Agreement”** means the contract between the Agent and the Client for the provision of the Services incorporating these Terms and Conditions;

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Client and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall be attached to any Booking Form and signed and returned to the Agent by the Client.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.5 The Agent is acting as an Employment Agency and therefore cannot be held responsible for any non-fulfillment or breach of obligations between the Client and the Artist. Our Artists have the right to use replacements or “deps” (Deputy) in the event of illness, change of act members or for any other reason without notice or the requirement to discount their fee.

3 BOOKING FORM

- 3.1 The Booking Form is sent to the client on receipt of booking an act or artist.
- 3.2 The Booking Form shall remain valid for acceptance for a period of **10 Days**
- 3.3 The Booking Form must be accepted by the Client in its entirety.
- 3.4 The Agreement between the Agent and the Client, incorporating these Terms and Conditions, shall only come into force when the Agent confirms acceptance in writing to the Client.

4 SERVICES

- 4.1 The Services are as described in the Booking Form.
- 4.2 Any variation to the Services must be agreed by the Agent in writing.
- 4.3 The Services shall commence and finish on the dates specified on the Booking Form unless terminated according to the terms of this Agreement.
- 4.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

5 PRICE AND PAYMENT

- 5.1 The Booking Fee is as specified in the Booking Form and is inclusive of any other charges as outlined in that document.
- 5.2 The Booking Fee is due to the Agent from the Client on confirmation of the booking of the Engagement.
- 5.3 The Agent has the authority to collect any tax due if applicable.
- 5.4 The Client shall pay the Artist the Performance Fee at the time of the performance unless otherwise agreed in writing by the parties and such payments should be made in cash (up to £400 – otherwise an electronic BACS payment to the Agent is required)
- 5.5 All direct expenses incurred by the Agent and the Artist in connection with the provision of the Services and the Engagement will be re-charged at cost or according to standard charges as described in the Booking Form and are payable by the Client on production of the appropriate receipts.
- 5.6 The Client shall meet the costs of any Rider as stipulated by the Artist prior to the Engagement.
- 5.7 If the Client fails to pay the Booking Fee in advance of the Engagement then the Artist has the right to cancel the Engagement without penalty and the Client will forfeit any other monies paid previously, and remain liable for any cancellation fees due in terms of this Agreement.
- 5.8 **The Booking Fee is non-refundable** unless the Engagement is cancelled by the Artist in which case the Agent will return the Booking Fee to the Client in full.
- 5.9 The Client must settle any invoiced payments for Services within 10 days from the invoice date.
- 5.10 The Client will pay interest on all **late payments at a daily rate of 8% per annum plus the base lending rate of Bank of England.**
- 5.11 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Agent is late.

5.12 The Client is not entitled to withhold any monies due to the Agent.

5.13 The Agent is entitled to vary the price to take account of:

5.13.1 any additional Services changes requested by the Client which were not included in the original Booking Form;

5.13.2 any reasonable increase in hourly, daily or set rates, if applicable; and any variation must be intimated to the Client in writing by the Agent.

6 CANCELLATION

6.1 In the event that the Client cancels an Engagement they will be liable to pay cancellation charges as set out here:

- WITHIN 90 DAYS OF EVENT DATE: **BOOKING FEE**
- WITHIN 60-90 DAYS OF THE EVENT: **50% OF REMAINING BALANCE – Less Expenses**
- WITHIN 60-30 DAYS OF THE EVENT: **75% OF REMAINING BALANCE – Less Expenses**
- WITHIN 30 DAYS OF THE EVENT: **100% OF REMAINING BALANCE – Including Any Reasonable Expenses Incurred by the Artist**

6.2 The Client must notify the Agent immediately of any cancellation in order that the Agent may notify the Artist.

6.3 If the venue provided by the Client is unable to accommodate the Artist and the Artist is unable to perform for this reason the Client will be liable for cancellation fees as outlined in the Booking Form.

6.4 If the Artist is an actor, background artist, dancer, extra, musician, singer or other performer, then he or she is entitled to cancel the Engagement within 30 days of signing the Agreement for Representation with the Agent without detriment or penalty.

6.5 Subject to clause 6.4, the Artist may not under any conditions cancel the Engagement unless due to Force Majeure or illness. In such cases, on provision of reasonable proof, the Artist will not be held in breach of contract by the Client.

6.6 In the event of cancellation by the Artist the Agent may substitute a replacement artist, subject to the Client's reasonable approval.

6.7 If the Artist cancels the Engagement and a replacement act cannot be supplied in terms of Condition 6.6 any Booking Fee or monies paid in advance by the Client must be repaid in full, within fourteen days of the cancellation.

7 CLIENT OBLIGATIONS

- 7.1 The Client agrees to cooperate with the Agent as may be required.
- 7.2 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Agent for the purpose of providing the Services for a period of six months following completion of the Services.
- 7.3 The Client shall provide a suitable performance area for the Artist and ensure there is an adequate power supply which meets industry standards if electrical equipment is to be used as part of the performance.
- 7.4 Where the Artist is expected to wear stage clothing the Client must provide adequate dressing room facilities. Public toilets are not acceptable.
- 7.4 i) The Artist and (all vehicles associated with them) must be provided with Free Parking within a reasonable distance to the venue, to ensure the safe unloading of equipment with ease. In such cases that parking is chargeable, the client is liable for these charges.
- 7.5 Apart from asking to make a short speech or announcement to the guests on the Artist's PA system or other equipment, the Client, or a third party acting on the directions of the Client, has no right to demand the use of Artist's equipment, instruments, or props during the Engagement.
- 7.6 The Client agrees to treat the Artist politely and in a professional manner.
- 7.7 The Client shall take every reasonable precaution to prevent the Artist being threatened, verbally abused, or physically abused by the guests or the audience.
- 7.8 The Client agrees that if the Artist is threatened, verbally abused, or physically abused by anyone present at the performance then the Artist will be entitled not to perform, without penalty, and still be paid the full Performance Fee.

- 7.9 The Client is responsible for ensuring that the venue, and any equipment belonging to the Client and used by the Artist, comply with health and safety regulations. Unless agreed & discussed in the Booking Form, the Client will inform the Agent as soon as possible if the Artist is required to carry equipment up flights of stairs, a lift or any area that poses a risk to the Artist(s). If this information is not disclosed up to 30 days before the event, the Artist has the right to cancel the engagement if they feel this will pose hazardous or a risk to themselves or other members involved. In this instance, the client remains liable to pay the Artist in Full.
- 7.10 The Client must hold adequate insurance policies in respect of any Engagement.
- 7.11 The Client is responsible for complying with all legal obligations connected with the Engagement of the Artist including providing a suitable contract of employment where necessary.
- 7.12 The Client is responsible for obtaining any work permits or other approvals for the Artist prior to the commencement of an Engagement.

8 AGENT OBLIGATIONS

- 8.1 The Agent shall supply the Services as specified in the Booking Form.
- 8.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- 8.3 The Agent will take all reasonable steps to provide personnel who behave in an acceptable manner but cannot be held responsible for any poor conduct exhibited by the Artist.
- 8.4 The Agent will hold a copy of the contract relating to the Engagement and will act as the negotiator between both the Client and the Artist.
- 8.5 The Agent shall comply with all regulations and statutory obligations regarding the use and storage of information relating to the Client.

9 CHANGES TO PERFORMANCE SCHEDULE

- 9.1 Any changes to the performance schedule will be subject to these Terms and Conditions.
- 9.2 If changes are required to the performance schedule on the day of the event these changes should be discussed with the Agent where possible, otherwise agreement should be reached between the Client and the Artist.
- 9.3 In the event that the Artist is unable to complete a performance due to a delay in the start of the performance schedule, where such delay is no fault of the Artist, the Client shall remain liable to pay the Artist the full Performance Fee due.
- 9.4 Should the Artist be required by the Client to extend the length of the performance the Artist is entitled to charge the Client a further fee as to be agreed between the parties.
- 9.5 The Agent must be notified of any changes to the fees paid to the Artist by the Client for the Engagement.
- 9.6 The Artist is not obligated to finish any performance that has started late due to the Clients actions or to extend the length of any performance.

10 RE-ENGAGEMENT OF THE ARTIST

The Client must negotiate all future bookings for the Artist directly with the Agent for a period of 12 months after the Engagement.

11 TERMINATION

- 11.1 The Agreement shall continue until the Services have been provided in terms of the Booking Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 11.2 If terminating this agreement, a letter (postal or electronically) should be sent to info@findyouract.com or at **FIND YOUR ACT, SK BUILDING, 599-613 PRINCES ROAD, DA2 6HH.**
- 11.3 The Agent may terminate the Agreement if the Client has failed to make over any payment due within 2 weeks of the sum being requested.
- 11.4 Either party may terminate the Agreement by notice in writing to the other if:
- 11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - 11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - 11.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 11.4.4 the other party ceases to carry on its business or substantially the whole of its business; or
 - 11.4.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

- 11.5 In the event of termination the Client must make over to the Agent any payment for work done and expenses incurred up to the date of termination.
- 11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

13 LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Client or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Client's claim is first notified.

14 INDEMNITY

The Client shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

17 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

18 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

20 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Booking Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

22 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.