

Terms of Business for Artiste

“The booking contract” is negotiated between “the Client” and “Showbizworks Entertainment Agency” And “Showbizworks Entertainment Agency” and “the Artiste”

1) **“Showbizworks Entertainment Agency”** is the online entertainment agency presence of Maverick Management Ltd. Maverick Management are Members of the Agents’ Association (Great Britain) and trade as an Employment Business in compliance with the Conduct of Employment Agencies and Employment Business Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319). Registered company number 5387532

2) **“Showbizworks Entertainment Agency”** buys entertainment services from **“The Artiste”** and sells entertainment services to **“The Client”**

3) **“Showbizworks Entertainment Agency”** has been developed with the express intent of raising funds for the development of Wishing Well House, an independent school for Autistic Children. One per cent of **“Showbizworks”** net entertainment agency fees will be donated to Wishing Well House. The fees are audited annually by accountants The Melia Partnership, Park House, Preston

4) **“Showbizworks Entertainment Agency”** is party to the contract as the supplier of entertainment. The booking contract is negotiated by **“Showbizworks Entertainment Agency”** In the event of non-fulfilment or breach of any such contract we will accept responsibility up to the cost of the entertainment only.

Performance Guarantee

“The Client” is protected by the agreed **“Showbizworks Entertainment Agency”** code of conduct for its approved entertainment agency artistes.

“The Artiste” selected represented and sold by **“Showbizworks Entertainment Agency”** has been carefully vetted, tested and developed.

“The Artiste” agrees to perform to the best of their abilities and perform their advertised and known act.

“The Artiste” agrees to be suitably dressed and professionally presented suitable for their act.

“The Artiste” agrees to perform in line with the advertising material represented by **“Showbizworks Entertainment Agency”**.

“The Artiste” is responsible for the upkeep and safety of all equipment they provide for the performance and is responsible for PAT testing of all its equipment.

“The Artiste” will provide a minimum £1,000,000 public liability for its own performance.

“The Artiste” agrees to be courteous and polite and adhere to the client’s reasonable wishes.

“The Artiste” agrees to adhere to the adjustment of sound levels to the client’s wishes.

“The Artiste” will not smoke in public areas, and refrain from excessive drinking before, during and after a performance when “the client” or its guests are present.

“The Artiste” will adhere strictly to **“Showbizworks Entertainments Agency”** drug and illegal substances policy.

Confidentiality Agreement

5) Due to the high number of celebrity client bookings undertaken **“The Artiste”** agrees to keep all booking and engagement details confidential. **“The Artiste”** and **“Showbizworks Entertainment Agency”** can only quote they have worked for **“The Client”** with the express agreement of **“The Client”**.

6) Due to the high number of celebrity artistes and star names bookings made by clients **“The Client”** agrees to keep all booking and fees detail confidential.

Confirmation and Contracts

3) Confirmation will mean any verbal, written or electronic acceptance and agreement of this booking by **“The Client”**. The booking takes immediate effect from confirmation. Following confirmation **“Showbizworks Entertainment Agency”** will issue contracts to both **“The Client”** and **“The Artiste”** The contract must be signed and returned immediately. Whilst signing the contract is written confirmation of a verbal or electronic confirmation failure to sign and return the contract is not sufficient to cancel the agreement. In the event of very short notice bookings, the written contract may be sent after the event for your records.

Cancellation

5) To protect the interests of both **“The Client”** and **“The Artiste”** cancellation by **“The Client”** or **“The Artiste”** is not allowed for any reason.

6) In the case of cancellation of performance due to Force Majeure (acts of god, war, fire, death, accident, civil unrest, government intervention, changes of law) which are clearly beyond the control of either **“The Client”**, **“The Artiste”** or **“Showbizworks Entertainment Agency”** no cancellation fee will be paid.

Cancellation by “The Client”

7) In the event of cancellation of an engagement by **“The Client”** the following charges will be payable:
Where **“The Client”** cancels the event within two days of confirming no fee will be payable, unless the event is within seven working days of the confirmation in which case the full fee will be payable
Where **“The Client”** cancels up to 3 months prior to the date of the engagement, will result in loss of any deposit paid and up to 50% of the remaining balance
Where **“The Client”** cancels up to 1 month prior to the date of the engagement, "The Client" will result in a loss of any deposit paid and 100% of the remaining balance due.

8) It is an integral part of this agreement that such charges are accepted and will be paid within 14 days of our invoice. These fees reflect the fees we will have to pay **“The Artiste”** cancelled. Cancellation of the engagement will only be accepted in writing with proof of posting. The date of cancellation will be accepted as the date of posting.

9) In the event of cancellation **“The Client”** agrees to inform **“Showbizworks Entertainment Agency”** immediately, and in turn **“Showbizworks Entertainment Agency”** agrees to inform **“The Artiste”** immediately.

10) It is the responsibility of **“The Client”** to ensure the venue is suitable for the performance of **“The Artiste”**. If the artiste cannot perform due to venue restrictions the client will be responsible for cancellation fees outlined above

Cancellation by “The Artiste”

- 11) Cancellation by **“The Artiste”** is not allowed. Any cancellation by the artiste will result in a penalty payment of the full contract fee to **“Showbizworks Entertainment Agency”**
- 12) If **“The Artiste”** cancels the event **“Showbizworks Entertainment Agency”** will make all reasonable attempts to find a suitable replacement at no extra cost to the client.
- 13) **“Showbizworks Entertainment Agency”** will refund all fees if a suitable replacement cannot be found
- 14) Should **“The Artiste”** cancel a booking **“The Client”** and **“Showbizworks Entertainment Agency”** may pursue unlimited damages from **“The Artiste”**. **“The Artiste”** will also refund the **“The Client”** the difference between the original fee and any replacement artiste.
- 15)) In the case of cancellation of performance due to Force Majeure by “the artiste” (acts of god, war, fire, death, accident, civil unrest, government intervention, changes of law) which are clearly beyond the control of either **“The Client”**, **“The Artiste”** or **“Showbizworks Entertainment Agency”** no cancellation fee will be paid.

Changes to the Contract

- 16) All changes to the contract must be agreed by **“Showbizworks Entertainment Agency”** before the performance date.
- 17) Changes may result in a change in fees charged.
- 18) Changes to the contract made on the day which are unavoidable should be first agreed with **“Showbizworks Entertainment Agency”** If this is not possible, changes are to be agreed between **“The Client”** and **“The Artiste”**. A ten percent surcharge will be charged by **“Showbizworks Entertainment Agency”** on any increase in fees negotiated between **“The Client”** and **“The Artiste”**
- 19) If **“The Artiste”** through no fault of their own is not able to complete their full performance due to a change in running order or delay there will be no reduction in the fees charged
- 20) If **“The Artiste”** agrees with **“The Client”** on the day to finish later or extend performance times a ten percent surcharge may become payable on any fees agreed between both parties.

Please note out of office emergency number for **“Showbizworks Entertainment Agency”** 07960 351032.

Payment of Fees

- 16) Part or all of our fees may be subject to VAT at the current rate. This will be indicated clearly on all written confirmations, contracts and invoices. VAT registration number 868 4037 94
- 17) Clients Payment terms are strictly 10 days after date of engagement/event. Interest at base rate plus 8% will be charged on a daily basis on payments received after the due date and a £40+VAT penalty in line with The Late Payment of Commercial Debts (Interest) Act 1998.
- 18) Clients Payment can be made by cheque made payable to Maverick Management Ltd (Clients Account) or by BACS payment to Maverick Management Ltd Sort Code 20-10-03 Account Number 50694851.
- 19) Artiste payments will be made by BACS transfer; artiste will need a working bank account. We do not operate a system of “cash pick ups” for any bookings. “Showbizworks Entertainment Agency” or its authorised debt collection agents will chase payments on behalf of the artiste. The artiste to provide a suitable invoice. Foreign Musician Tax, where applicable, will be the responsibility of the Artiste which will be deducted and withheld by Showbizworks for payment to Inland Revenue.

Riders

20) The contract may include a rider containing **“The Artistes”** technical requirements, food, travel and accommodation needs. The Rider will be agreed in advance and will form an integral part of the contract.

General

20) Any contract negotiated through Maverick Management and **“Showbizworks Entertainment Agency”** shall be subject to these Terms of Business unless otherwise agreed in writing between all concerned parties.

21) No servant or agent of this agency has the power to vary these terms and conditions.

22) **“The Client”** agrees not to approach the entertainer directly to engage for further bookings, but that all future bookings are made through **“Showbizworks Entertainment Agency”** or Maverick Management, except where future bookings are to take place in excess of 24 months from the initial performance date.

23) **“The Artiste”** agrees not to advertise services at **“The Clients”** booking, and to refer any enquiries as a direct result of the booking to **“Showbizworks Entertainment Agency”**. The Artiste may give out Showbizworks and Maverick Management Cards. Any artiste found wearing branded clothing or giving out own cards or publicity material will be immediately removed from Showbizworks.

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