

This Agency acts as an Employment Agency in this transaction.

## TERMS AND CONDITIONS OF THIS CONTRACT

The following terms and conditions form an integral part of this contract

1. The buyer of the artiste is referred to as the hirer at all times in this document, the masculine shall include the feminine and where applicable the singular, the plural and vice versa. The artiste in this contract includes each and every member where the artiste is a group consisting of more than one person.
2. This written contract reflects the terms and conditions verbally agreed on the agreement date overleaf. Please sign and return this contract within 7 days of the agreement date. If it is not signed and returned within the prescribed period (7 days) and A.H. Artistes receives no written objection by way of recorded delivery post, this contract is still deemed legally binding.  
PLEASE NOTE - NON-SIGNATURE OF THIS CONTRACT IS NOT SUFFICIENT TO CANCEL THIS AGREEMENT.
3. This Contract does not allow for any cancellation or modification except by mutual consent in writing and signed by both parties.
4. Should either party cancel this contract for any reason (providing mutual consent has been agreed), then A.H. Artistes reserve the right to charge the party requesting the cancellation an amount of not less than 20% of the total fee to cover time and expenditure incurred in first arranging and then cancelling the engagement(s) involved (see clauses 2 and 3).
5. In the event of illness or accident preventing the artiste from appearing, the agency and the hirer must be informed immediately and a medical certificate should be produced within 4 working days. Where time so allows, A.H. Artistes will endeavour to provide where possible replacement personnel or services of a similar style and standard if so requested. Please note it is essential that the artiste is a current member of a motoring organisation and has FULL cover to ensure fulfilment of the Engagement in the event of a breakdown.
6. The artiste warrants that at the time of signing this contract that he/she is not under contract to any third party that might preclude him/her Fulfilling the engagement and will not subsequently enter into any such contract.
7. Force Majeure. No Salary shall be paid for the days upon which the Artiste is unable to perform by reason of any cause beyond the Management's control such as National Mourning, War, Fire, Strikes, or Lock-outs directly affecting the venue, or the Order of the Licensing or any Public Authority having jurisdiction. In any such event notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
8. Both parties acknowledge that this is a contract between the hirer and the artiste. A.H. Artistes are the negotiators in the agreement and act as an employment agency. A.H. Artistes issue this contract to both parties and are authorised to do so.
9. A.H. Artistes will not be held responsible for any non-fulfilment of this contract by either party under any circumstances whatsoever or for any Inadequate performances but every reasonable safeguard is assured. A.H. Artistes shall be under no liability or legally responsible for any cause or losses arising due to any breach of the contract by either the hirer, artiste or any other party.
10. HEALTH AND SAFETY. The hirer and the artiste agree to provide a safe working environment for each day. They also will ensure that where electrical equipment is being used, relevant PAT (Portable Appliance Testing) test certificates are in place and kept up to date. It is the duty of both parties to ensure that this is done. The certificates should be made available for inspection if so requested to either party or A.H. Artistes.  
No liability or responsibility whatsoever attached to A.H. Artistes.  
STROBE LIGHTING. Artistes requiring to use strobe lighting must strictly adhere to the following points. A legible sign must be placed on the front door of the premises and to each side of the Artiste stating "DURING THE PERFORMANCE THIS ACT USES STROBE LIGHTING". This sign must be clearly printed in lettering at least three inches high. In addition to this, strobes may only be used for maximum duration of ten seconds in any two-minute period.
11. PUBLIC LIABILITY INSURANCE (minimum £5 million) MUST be in place by both parties (the hirer and the artiste).  
OTHER INSURANCES. The artiste also accepts responsibility for providing and paying for at their own expense any other insurances they consider necessary or appropriate to provide personal indemnity against loss or damage to their own personal belongings, equipment, props, costumes or vehicles and their contents whilst on or about the Managements' premises and to insure against any other occurrences they consider necessary. No responsibility or liability whatsoever attaches to A.H. Artistes.
12. The hirer agrees to ensure adequate security for the artiste, equipment, props and costumes etc, where deemed necessary. The hirer also accepts responsibility for damage or loss to artiste/suppliers equipment should this have been caused by the hirers staff, guests or patrons. The artiste offers an assurance that all members of the act and his crew will conduct themselves in a correct and proper manner whilst at the venue or its vicinity and respond to any reasonable requests by the management.
13. It is agreed by both parties that any future bookings arising from, obtained or offered as a result of this engagement wherever the venue, whether obtained directly or indirectly from any source from 18 months of the last performance date shall be negotiated and booked through A.H. Artistes and a like commissions shall be paid by the artiste to A.H. Artistes.
14. Failure of the artiste to appear other than for genuine illness will still render the artiste liable for payment of the Agencies commission. This clause will be implemented at the agency's discretion. It will also render the artiste vulnerable to legal action by the management.
15. It is agreed that A.H. Artistes has the authorisation from the artiste to collect the fees due in respect of this engagement or any other engagement and furthermore any monies due to the agency can be stopped at source. A.H. Artistes will furnish the artists with any relevant documentation.  
A.H. Artistes agree that in the case of no pick-up arrangements they will pay the artiste within 10 days of clearance of cheques or 10 days of receipt of cash. It is agreed that where the artiste has a pick-up arrangement, commission due to A.H. Artistes (or any other agency involved with A.H. Artistes on the booking) shall be paid to A.H. Artistes within 10 days of the artiste receiving their performance fee.
16. For the purposes of all contracts, the artistes will be deemed as self-employed and entirely responsible to declare any fees for engagement to HM Inspector of Taxes and to pay his/her income tax, national insurance and VAT due to the relevant statutory authorities.
17. The management agrees to provide adequate dressing room facilities.
18. No recording of the artistes live performance, audio or video can be made without the specific prior written consent of the artiste or his representation.
19. No servant or agent of this notice has the power to vary these terms and conditions.