



Terms of Business

**I, Phillip Winston trading as “T W MANAGEMENT AGENCY” as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319). (the Agency) (1)**

To Artiste Name.....

Date .....

Trading and/or known as .....(the Artiste) or (You) (2)

*We write to confirm our Terms of Business in respect of the Artiste in relation to contractual arrangements and engagements for your services within the entertainment industry (Engagements) with third party hirers.*

1. You have made yourself known to us a professional artiste and have provided or/undertake to provide the personal details requested by us to enable us, with your agreement, to introduce, negotiate and secure Engagements with third parties on your behalf as we deem appropriate to your talent, capabilities and qualifications or otherwise agree in writing.
2. We will be entitled to the Commission (as defined and set out below in paragraph 3) for introducing and/or negotiating such an Engagement. Commission will be due on all Engagements introduced and/or negotiated on your behalf. You should note that if you do not honor any Engagement and your failure to honor such Engagement causes a loss of revenue profit or other loss or damage to this Agency, you will be required to pay the Commission on the Fee you would have received for such Engagement except where your failure to perform is caused by reason of illness or by “Force Majeure”, as laid down in the VLEC/Equity/Agents’ Association Standard Contract (a copy of which will be made available to you upon request). In the case of illness you will be expected to provide us with a Medical Certificate within seven days of such failure.
3. Commission will be charged as a percentage of the gross fee as follows: **10% on Theatre, 15% on TV, Fashion & Trade shows & 20% on Commercials, Videos & Film** plus VAT (where applicable) on any and all fees (including advances, deposits

guarantees, repeat fees and overages) payable on any and all Engagements introduced, negotiated or secured by us and accepted by you.

4. You will pay the Commission on any gross Fee paid or payable to you for any renewals and/or extensions of any Engagements made on your behalf and on any re-engagement made with any hirer at any venue originally introduced, negotiated and/or secured by us where such re-engagement is arranged undertaken by the Artiste or otherwise agreed within a twelve month period of the original Engagement.
5. On all Engagements you undertake where payment is made directly to you or any third party on your behalf. Commission is payable to us on any such Fee, within 7 days of such Engagement or on presentation of our invoice whichever is the later.
6. If and sums due by you to the Agency (your account) falls more than 28 days overdue then we will be entitled to add interest on a daily basis equivalent to an annual rate of ....20..% over Bank of England base rate.
7. You hereby grant us the necessary permission to collect Fees from any Engagement and other monies including (but not limited to) expenses, royalties, repeat fees etc on your behalf in relation to any Engagement we have introduced, negotiated and/or sourced. Where any Fees are paid to us directly, we will invoice you for the Commission on those Fees on receipt of those Fees. The Commission will be payable on receipt by you of the invoice. We shall be entitled to deduct our Commission from the Fees and other monies held by us.
8. On any Engagement you undertake where payment is made to us then we agree to receive and handle the Fees and any other monies payable to you through our client account. Royalties will be paid when a reasonable amount of funds has accumulated, sufficient enough to cover the costs of a cheque & postage. Other performance fees and other such monies will be paid within ten days of our receipt of cleared funds, less:
  - (1) Any Commission payable on the Fees in relation to that Engagement;
  - (2) Any Commission on any Fees in relation to any other Engagement arranged by us where that Commission remains unpaid; and
  - (3) Any other monies also properly due to us.
9. In the event that we have already charged you (or deducted) Commission on an Engagement where it transpires that the Fees are not met in full, then we will rebate our Commission (or issue a credit note) on that portion of your Fees that you did not receive through default on the part of the hirer provided always that you have not contributed to any such default non payment.
10. It is not our responsibility to recover overdue unpaid monies from any hirer. Any costs we incur over and above the normal cost of collecting monies from a hirer (for example: stopped or re-presented cheques) will be chargeable to you. Any other costs we reasonably incur in the collection of monies from a hirer shall only be incurred and charged to you with your prior agreement.

11. We will keep details of financial transactions made on your behalf for 6 years and details of contracts, confirmations and or letters of agreement for work negotiated on your behalf for 1 year after the relevant Engagement. Such records may be in written or electronic form.
12. We will be required to provide some of the personal information that you provide to us to each potential hirer. Aside from this, we will keep the personal information you provide us on file and will use it only as necessary to secure work for you. We will not otherwise divulge such information to third parties without your express consent except where we are required to make any such disclosure to your professional body or required to make such disclosure by law. You must be aware that if we receive any information about you that indicates that you may be unsuitable for any Engagement, we are under a legal obligation to notify the hirer as soon as we become aware of that information and/or to investigate such information. You will on request provide us with such information and documents as we require to enable us to properly investigate such information.
13. Please note that in seeking a suitable Engagement or work for you, we may offer your services to other agencies and, where appropriate, will authorize such agencies to collect your Fee from hirers and pay them via our Agency. Where we 'sub contract' our services, we will endeavour to ensure that the second agency is 'suitable' (as defined by regulations) and we may provide such second agency with such personal details as are required to secure the work in question.
14. In the event that an Engagement negotiated and confirmed for you is cancelled by a hirer, you may have grounds for claiming compensation from such hirer - subject to the legal requirements that you use your best endeavours to mitigate any potential loss. You should note that we act only as your Agents in securing Engagements for you and are not a party to the agreement for any Engagement. Therefore, in the event you wish to take action to secure compensation, it will be up to you to proceed directly against the hirer. We will assist in such claim(s) only in so far as we will provide you with copies of any notes or documentation that we hold relevant to the cancelled Engagement. You should also note that Commission (as detailed in above) will be payable to us on any compensation, net of costs, that you secure in such action.
15. We will use our best endeavours to obtain, and make you aware of, any relevant information and/or issues relating to health & safety and any legal requirements you must comply with in any Engagements we negotiate for you. You, in turn, undertake to keep us fully informed of any aspects of, or changes to, your act or presentation which may have health & safety (or other risk) implications of which we should inform potential hirers.
16. It is your responsibility to make adequate health and safety provision, including risk assessments for yourself and all others affected by any Engagement and to ensure that your equipment (where applicable) is maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified.
17. The Agency is reliant upon the expertise and knowledge of the Artiste and as such the Artiste is responsible for all liabilities loss claims damages demands penalties cost

and expense of any nature incurred or suffered as a result of the Engagement or the relationship between the parties and will indemnify and keep indemnified the Agency from any such matters. It is your responsibility to arrange, and keep current, suitable Public Liability insurance. We recommend that this cover should be in the sum of not less than £5,000,000 and if so required the Artiste shall provide the Agency with evidence of such insurance cover.

- 18. Our appointment under these terms of business is non-exclusive and you will be entitled to appoint other agents on your behalf. We do not give you any guarantees as to the level of work or number of Engagements that we will introduce to you.

You can terminate our appointment by giving us no less than 30 days notice in writing to the Agency address by recorded delivery mail of your intention to do so. We can terminate our appointment by giving you no less than 30 days notice of our intention to stop acting for you. In the event our appointment is terminated for whatever reason, you will still be required to pay us the Commission as set out above.

- 19. If any Engagement requires you to work with any persons under the age of 18, you will, on request, provide us with such additional information as we require to ensure you are suitable for that position including where appropriate CRB checks

- 20. For the avoidance of doubt this agreement and any relationship between us does not constitute a contract of employment or partnership and accordingly the Artiste is not an employee of the Agency and is not entitled to any fringe benefits such as sick pay or holidays or holiday pay pension or other benefits and it is agreed that all payments made by the Agency to the Artiste under this agreement are gross payments after deduction of commission and save where statute otherwise requires or determines all income tax and national insurance contributions shall be the sole responsibility of the Artiste and the Artiste agrees to indemnify the Agency against any such fiscal liability arising from the Engagement.

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Signed on behalf of T W Management Agency

We would appreciate your signing and returning the attached copy of this letter by way of your acknowledgement of its Terms of Business. 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 whether or not you have signed and returned a copy of this letter.

Artiste Signature.....

Name (block caps) .....

Date.....