

## JELLI Entertainments Agency: Terms of Business Agreement

Dated:

To:

Address:

Trading and known as –

Stephen Parkhouse and Brian Inglis trading as Jelli Records Ltd., (Entertainments) of 32 Welsford Avenue, Stapleton, Bristol BS16 1BW Company Number 06650172 (“the Agency” or “we/us”) acting as an Employment Agency (in compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ) write to confirm our Terms of Business in respect of the Artiste known as [ ] (“you”) in relation to contractual arrangements and engagements for your services within the entertainment industry. (Engagements) with third Party hirers

1. You have made your self known to us as a [*band, singer, duo etc*] and have provided/undertaken to provide the personal details and proof of identity requested by us to enable us, with your agreement, to introduce, negotiate and secure music performance engagements playing your usual set from time to time or as appropriate to your talent, capabilities and qualifications. When an Engagement has been negotiated by **Jelli Entertainments** and accepted by both you and the Hirer in writing, but not otherwise, a contract shall exist.

2. **Jelli Entertainments** will be entitled to the Commission (set out below) for introducing and/or negotiating such an Engagement. Commission will be due on all Engagements introduced and/or negotiated on your behalf.

3. **Jelli Entertainments** will charge you a commission of 15% (Commission)\* (including advances, deposits guarantees, repeat fees and overages) (Fee) payable on any and all Engagements introduced, negotiated or secured by us and accepted by you.

*\* The agency shall charge 15% commission on gross fees of £201.00 and above, 12.5% on Gross Fees from £101.00 - £200.00 and 10% on gross fees of up to £101.00.*

4. **Jelli Entertainments** will issue a contract confirming the terms you have agreed for each Engagement negotiated on your behalf, including the fee to be paid (“the Fee”).

5. For clarity, only once executed by you and the hirer will the contract for the Engagement exist between you and the Hirer. That means that any action to enforce each of those contracts will be between you and the Hirer, and **Jelli Entertainments** shall not be responsible for any default of either party, unless we are responsible for or caused it.

6. In the event of your illness the following provisions shall prevail, “illness” shall mean and include any bodily or mental infirmity. If you are unable to perform through illness, you shall notify **Jelli Entertainments** as soon as reasonably possible.<sup>1</sup>

7. On all Engagements you undertake where payment of the Fee is made directly to you, or to any third party on your behalf, by the Hirer or Hirer’s agent, Commission is payable to us on such Fee within fourteen (14) days of you receiving your full fee and subject to our invoice being accurate.

8. On any Engagement you undertake where payment is made to **Jelli Entertainments** then we agree to receive into and handle the Fee and any other monies payable to you through our client account; all monies in which are held in trust for the persons entitled thereto and which

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<sup>1</sup> The engagement contract is with the third party, so there is no obligation towards the agent in respect of any engagement – only to the third party engager and only in accordance with the terms of the relevant contract of engagement

monies we shall not withdraw without a valid invoice having been issued by us and accepted by you. **Jelli Entertainments** will pay you any Fees and other such monies received within ten (10) working days of our receipt of cleared funds, after deducting only the following:

a. The agreed Commission payable on the Fees in relation to that Engagement;

and

b. 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 immediately and in full, pay you that proportion of the Fees that you did not receive through default on the part of the Hirer.

9. **Jelli Entertainments** will be required to provide some of the personal information that you have provided to us to each potential Hirer. This may include (but is not limited to) your real name, address and telephone number. Aside from this we shall keep the personal information you provide to us on file in accordance with the Data Protection Act 1998 and will use it only as necessary to secure work for you. We shall ensure the engager uses information only in accordance with the Data Protection Act. We shall not divulge such information to any third party without express consent from you.

10. You should be aware that if **Jelli Entertainments** receive any information about you that indicates that you may be unsuitable for any Engagement, we are under legal obligation to notify the Hirer as soon as we become aware of that information and/or investigate such information, but we will forthwith inform you as to what the issue and information is.

11. Please note that in seeking work suitable for you, **Jelli Entertainments** may if you agree first each time, offer your services to other agencies. When and if such agencies require a commission to be paid by you at their rate, **our fee from you will be 7.5%**. Where appropriate, we will authorise such agencies to collect your Fee from Hirers and pay you and them via our Agency. If being paid in cash it is your responsibility to pay the third party agency their fee at their rate. **Jelli Entertainments** shall require payment of our fee within ten (10) working days. **Jelli Entertainments** may provide such other agencies with such personal details as are required to secure the work in question on the same basis as above.

12. Please note that in seeking suitable work for you, **Jelli Entertainments** may wish to include your likeness and/or biographical detail in printed brochures and/or our website and/or other websites where we maintain a presence, subject to your consent. In accepting these terms of business you hereby authorise us to do so and further recognise and agree that, in the event that this agreement is terminated as detailed in clause 16 below it may not be possible for us to delete your entry on a website immediately although we will do so at the earliest opportunity and in any event within 7 days.

13. Where bookings are arranged by **Jelli Entertainments**, the Venue or Hirer shall not approach the Artiste directly to engage for further bookings. But that all future bookings for that Venue/Hirer are to be made via the Agency for a period of 12 months from the date of the Engagement. For any booking, which is not made via the Agency for that Venue/Hirer within that 12 month period, the Artiste must pay the Agency commission equal to 15%\* of the Artiste's fee (plus any applicable VAT) for each booking made.

*\* The agency shall charge 15% commission on gross fees of £200 and above. Gross Fees below this figure shall be charged a commission of 12.5% and 10% on gross fees of less than £100.*

14. **Jelli Entertainments** will obtain and make you aware of any relevant information and/or issues relating to health and safety and any legal requirements you should comply with in any Engagements we negotiate for you. You have a responsibility to keep **Jelli Entertainments** promptly informed of any aspects of, or changes to, your act or presentation, which may have health and safety (or other risk) implications of which we should inform potential Hirers. You should also check your performance area and satisfy yourself that it is a safe working environment, if in doubt report it to the Hirer and ourselves.

15. It is your responsibility to arrange and keep current, suitable Public Liability Insurance. **Jelli**

**Entertainments** recommend that this cover should be in the sum of not less than £5,000,000.<sup>2</sup> You are also responsible for ensuring that your equipment (where applicable) is correctly maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified.

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

17. Nothing in this agreement shall be construed or have effect as constituting any relationship of employer and employee between the parties.

18. You can terminate our appointment by giving us 30 days' notice in writing of your intention to do so. **Jelli Entertainments** can terminate our appointment by giving you 30 days' notice of our intention to stop acting for you. In the event that our appointment is terminated for whatever reason, you will be still required to pay us Commission on all contracts and Engagements arranged and administered by us and accepted by you during the time this agreement was current.

19. The contract with the Hirer is subject to your standard 'rider' containing your technical requirements, food, travel and accommodation needs. The rider will be agreed in advance and detailed in the contract with the Hirer.

20. No changes to this agreement will be binding unless in writing and signed by the artist and Agent

21. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The English courts shall be the courts of exclusive jurisdiction.

Signed:..... For Jelli Records Ltd.

PRINT Name: S G PARKHOUSE / B W G INGLIS\*

Signed.....

The Artiste

PRINT Name:.....

\* Delete as necessary

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<sup>2</sup> Musicians' Union members are currently insured to a value of £10,000,000