



## Select Booking Agency Standard Terms and Conditions of Business - Artist

### BACKGROUND

On 17 December 2003, The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (**Regulations**) were made.

The Regulations provide that agents within the music agency provide each artist for whom they act with their standard terms of business in writing.

The Terms of Business (**Appendix 2**) cover those terms set out in the Regulations that we are required to provide you with in order to comply with these Regulations. All definitions and any Additional Terms are set out in **Appendix 1**.

### AGREEMENT

By signing this, you confirm your agreement to the Terms of Business (and Appendix 1).

These Terms of Business do not contain the entire agreement between us but comprise the principal terms of our engagement. If we agree any further terms, we will agree these in writing

You agree that if, at any time, we agree any terms that conflict with the Regulations, such further terms will have no effect.

Lee Taylor  
For and on behalf of **Select Booking Agency**

### AGREED AND ACCEPTED

Signed .....

Print name .....

For and on behalf of [Artist /Artist management]

Who by signing this warrants that she has the authority to sign this agreement on Artist's behalf

Dated.....



## APPENDIX 1 – DEFINITIONS

<b>Activities</b>	Activities within the music and media industries including performances, appearances and any ancillary activities
<b>Artist</b>	[Artist]
<b>Commission</b>	% of gross earnings (plus VAT where applicable)
<b>Connected Businesses</b>	n/a
<b>Engagements</b>	Any arrangement(s), engagement or series of engagements sourced and/or negotiated by us for you and which you have agreed to undertake. The noun “ <b>engagement</b> ” shall include any arrangement or engagement within the Activities
<b>Gross Earnings</b>	Income less any value added or other equivalent sales tax
<b>Income</b>	All amounts received by you, or due to you but withheld or deducted by the Promoter (as required by law) or paid to us (or any third party) on your behalf by (or on behalf of) the Promoter in relation to any Engagement(s) including but not limited to any advance or deposits
<b>Promoter</b>	Any third party who provides you or offers to provide you with any engagements including, but not limited to, promoters and venue owners
<b>Recharge Expenses</b>	Those out of pocket expenses incurred by us in undertaking any services you request in accordance with Clause 1.3 of the Terms of Business, plus VAT where applicable
<b>Regulations</b>	The Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>Terms of Business</b>	The standard Terms of Business set out in Appendix 2
<b>We/us</b>	Lee Taylor, Select Booking Agency, UK e. <a href="mailto:bookings@selectbookingagency.co.uk">bookings@selectbookingagency.co.uk</a> m.
<b>You</b>	[Artist/Artist management] e.:
<b>Additional Terms</b>	All bookings made for and on behalf of [Artist] are to made by solely by arrangement between Select Booking Agency and [Artist/Artist management].

**APPENDIX 2 - STANDARD TERMS OF BUSINESS****1 SERVICES**

1.1 We are appointed as your agent in relation to the Activities. As such we will use reasonable efforts to secure you appropriate engagements within the Activities, negotiate your performance at any engagements and bring to your attention those enquiries we receive:

- (a) for which you are available (and not otherwise engaged); and
- (b) that we consider are made in good faith; and
- (c) that we consider would be of interest to you.

1.2 For the purpose of the Regulations, we act on your behalf as an employment agency not an employment business.

1.3 In addition to those services set out in paragraph 1.1, we may undertake such additional services for you as you may request in writing from time to time (for example assisting you to obtain work permits). You will be responsible for our out of pocket expenses in providing those services (Recharge Expenses). You will pay us the Recharge Expenses as set out below.

**2 COMMISSION AND PAYMENT**

2.1 In consideration of us acting as your agent in accordance with paragraph 1.1, you will pay us the Commission.

2.2 Commission and/or Recharge Expenses shall be paid on receipt of an invoice from us. If you do not pay us the Commission and/or Recharge Expenses following receipt of an invoice, we shall have the right to charge you interest on any overdue amounts at 4% above the Bank of England base rate (from the date due to the date paid).

2.3 You authorise us to receive any and all Income on your behalf. We will account to you (or to any third party you request in writing) for any such Income, less our Commission and any Recharge Expenses, on such dates and by such methods as we agree from time to time in relation to each Engagement. If we hold money on your behalf we will hold this in a client account on trust for you.

**3 INFORMATION**

3.1 Under the Regulations, we are required to obtain certain information from you. You will, therefore, on request provide us with:

- (a) such information as we require to confirm your identity (including providing copies of your passport(s));

- (b) any information we (reasonably) require to confirm your experience and/or membership of any unions or professional bodies; and
- (c) details of your availability and the nature of any engagements you wish to undertake.

3.2 We are obliged to provide the information you provide to us under paragraph 3.1 to any potential Promoter (or other third party to the extent required to fulfil any Engagement) but shall otherwise keep such information confidential (except where we are required to disclose that information by law).

3.3 You must be aware that if we receive any information about you that indicates that you may be unsuitable for any Engagement (or in the case of the Engagement being a tour, within 3 months of the commencement of that tour) we are under a legal obligation to notify the Promoter as soon as we become aware of that information and/or to investigate such information. You will provide us with such information and documents as we require to enable us to properly investigate such information.

3.4 Where “you” are a company, such information will be provided in relation to you and the Artist. If “you” or the Artist are a group, you will provide such details in relation to each member of the group.

3.5 We will provide you with details of any legal requirements (including the requirement to obtain a work permit) you must fulfil to be able to undertake any Engagement. We will also let you know if, at any time, we consider that undertaking the Engagement will be detrimental to your interests.

3.6 We will provide you, in writing, with:

- (a) brief information about each potential Promoter; and
- (b) details of the engagement (including dates, times, nature of engagement, financial arrangements and termination requirements), within three business days of proposing you for an engagement (or in the case of a tour all engagements within that tour) where you have not previously been provided with such information.

3.7 Where we provide final confirmation on your behalf that the Engagements have been agreed, we will provide you with the terms of such agreement within five business days of providing such confirmation.



#### 4 TRAVEL

4.1 You are aware that, by the nature of the Activities, you may be required to travel and live away from home for a period of time in relation to any Engagement you undertake.

In such case you and/or the Promoter agree to provide us with such information about your travel arrangements and accommodation (if any) as we reasonably require to satisfy ourselves that suitable provisions have been made.

#### 5 CONNECTED PERSONS

5.1 You acknowledge that, for the purposes of the Regulations, we are “connected” (in the course of business) with the Connected Businesses.

#### 6 TERMINATION

6.1 You can terminate our appointment by giving us no less than 30 days notice in writing 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 on the Engagements (or any engagements that we have negotiated on your behalf or introduced to you) and the Recharge Expenses as set out above.

#### 7 COMPANY

7.1 If you are a company and you will contract with the Promoter for the supply of the Artist’s services, both you and the Artist may notify us in writing that you wish to opt out of the Regulations. In such case, these Terms of Business will not apply (after completion of any Engagements for which you have already contracted).

#### 8 GENERAL

8.1 Any Additional Terms referred to in Appendix 1 shall form part of the Terms of Business.

8.2 Both we and you will be entitled to send any notices or other information required to be sent to you by email to the email addresses set out in Appendix 1. We will, on your written request, copy any notices or other information we are required to give to you to any third party you nominate from time to time.

8.3 Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to this Agreement other than the Artist.

8.4 If “you” comprise more than one person then any reference to you in this agreement will be to each of you jointly and severally.

8.5 These Terms of Business shall be governed by English law.