

(CLIENT S COPY). PLEASE NOTE THIS DOCUMENT SHOULD BE **READ IN CONJUNCTION WITH THE SEPERATE ACTS COPY CONTRACT ALSO ENCLOSED.**

- 1) ED acts as an Employment Agency and only as a negotiator between the Hirer and the Entertainers hired, on the client's behalf and is not party this contract. For this reason, ED cannot therefore accept responsibility for any non-fulfilment or breach of this contract.
- 2) Whilst ED endeavours to provide quality, reliable and professional Entertainer(s), ED cannot be held responsible for poor service received directly from the Entertainer(s). However, ED will strive to work with artist(s) and Entertainer(s), who provide a thoroughly professional service.
- 3) When acting as an Employment Agency, ED charges an amount in the form of a non-refundable booking fee, to secure the services of the Entertainer(s), booked on behalf of The Hirer(s). **PLEASE NOTE BOOKING DEPOSITS ARE NON REFUNDABLE.**
- 4) All bookings are provisional, until confirmed by the receipt of a booking deposit payment, together with a contract, **SIGNED BY THE HIRERS**, both of which are held by ED, prior to the date of the event. Provisional bookings, will only be held for a **PERIOD OF 10 DAYS ONLY**, unless otherwise agreed.
- 5) All outstanding Entertainer(s) fees should go direct to the Entertainer(s), after satisfactory completion of their performance, on the day of the event and be paid to them in cash or by cheque, as previously agreed.
- 6) If the event is cancelled by the Hirer, the Hirer will be contracted to pay the Entertainer(s) engaged, the following cancellation charges as listed below. These payments are made to ED in the first instance, who are responsible for paying the Entertainer(s) engaged.

2 WEEKS OR LESS PRIOR TO THE EVENT	100%]
3 WEEKS OR LESS PRIOR TO THE EVENT	75%]
4 WEEKS OR LESS PRIOR TO THE EVENT	50%]
- ALL THE % FIGURES QUOTED RELATE TO THE TOTAL CONTRACT FEE INVOLVED.**
- The Entertainer(s), ED finds and engages, for temporary hire and reward, on the Hirers behalf, will have committed themselves to your booking, turning down all other requests, at short notice, it is almost impossible for them to find alternative gainful employment, and they need compensation, for the loss of their paid work.
- 7) Under certain exceptional circumstances (i.e. illness, accidents, or other events completely outside the scope of ED), then ED may, have to replace the Entertainer(s) already booked, with a substitute act of a similar price and quality. This applies without, ED being liable for any compensation whatsoever. In the event that ED cannot find a suitable replacement act due to such circumstances, ED cannot be held responsible for this and will be only liable for the return of fees, already paid. Any dispute arising from these negotiations will be resolved directly between the Hirer and the Entertainer(s) already engaged.
- 8) ED has the **RIGHT** to cancel all bookings providing that 28 days, advance written notice is given by the Hirer(s). In this event, ED will return any and all deposit(s) paid directly to ED. However, we will not be liable for any compensation and / or retrieval or fees paid direct to the Entertainer(s).
- 9) Any claims for liability prior to the event date, on the event date or after the event date, will not be entered into by ED and any such claims made will be limited to the total fee amount agreed to and stated in the contract.
- 10) Any financial negotiations made on the event day between the Hirer and Entertainer(s), including but not limited to, any payments made to the Entertainer(s) for playing after the finishing time stipulated in the contract, will remain strictly, between the Hirers and the Entertainer(s), ED will not held responsible for these financial negotiations or any dispute arising from them.
- 11) Any further enquiries or engagements, arising from this contracted performance, **MUST BE NOTIFIED** to this Agency, (within **2 YEARS** following the date, of the initial booking), by the Hirer or Entertainer(s) and ED will negotiate the booking on the Entertainer(s) behalf, or find suitable replacements, in the event, that they are not available.

12) The Entertainer(s) hired by ED will be self employed, liable for their own income Tax and National Insurance, as well as being responsible for having their own Public Liability Insurance cover, all their electrical equipment being PAT tested (covered by current test certificates only) and in possession of all relevant current PPL / PRS Certificates.

Also the Entertainer(s) booked will produce upon request from the client, any relevant insurance and safety documentation, i.e. PL, PAT and PPL / PRS Certificates, etc, as required or requested.

13) Any booking negotiated through ED is subject to all the above Terms and Conditions of Business, unless previously, agreed in writing between, all the concerned parties, i.e. The Hirer, The Entertainer(s) and ED. No other party or agent of ED has the power or authority to vary these Terms and Conditions of Business.

PLEASE NOTE THAT ALL CLIENT AND ARTIST DETAILS HELD ON ED'S AGENCY'S DATABASE ARE TOTALLY DATA PROTECTED. THESE WILL NEVER BE PASSED TO ANY THIRD PARTY, WITHOUT PRIOR COMMUNICATION TO ALL PARTIES CONCERNED.

Event Guidance Disclaimer

ED Agency cannot be held responsible for any accidents or incidents at your event. It is therefore up to the organiser to provide a safe working environment for the Entertainer(s) and guests attending. It is also the Hirers responsibility to arrange suitable Public Liability Insurance cover, and public performance licences (PPL / PRS) for the event. If a public address system or Amplifier, is used by the Entertainer(s), then a 240V mains power supply, that complies with British Safety Standards, will be needed, for them to plug into.

If an Entertainer(s) or the venue(s) circuit breakers fail, then the mains electrical supply is not safe, to be used. - **THEY WILL NOT PLAY...!**

The Entertainer(s) will need access, approximately 1 hour before the event's start time, to set up and carry out suitable sound checks. If parking is liable to be a problem, can suitable space be reserved, please near to the stage, to allow them time, to unload their heavy equipment....?

For open air events, DO make sure there is adequate shelter for the Entertainer(s) equipment, against inclement weather, dew after dusk and draughts. Excessive dust is also a problem.

Please note, for a Barn Dance, the floor must be solid, level and not be polished, as this can be dangerous. We also advise wearing of sensible shoes. So tell your guests to bring an extra pair to dance in if necessary.

Please can you circle, the appropriate, words, as detailed, below, to show, that you, you accept and understand the conditions, of this contract.

I / We Understand that the balance of £ _____, is to be paid in cash or by cheque, directly, to the Entertainer(s), after their, performance, on the night of the event..... YES / NO

I / We undertake to supply soft drinks and light refreshments for the Entertainer(s), if food is not available, at the function..... YES / NO

Are the Entertainer(s) to bring tape/CD/ MP3 player/Mini disks, to play, and, provide, background, during the intervals ?..... YES / NO

Prefered Artiste(s) dress: Smart Casual.... .. Casual..... Other.....Not Bothered..... ?

I / We understand the cancellation clause..... YES / NO

Venue's contact telephone number in case of emergency.....

Clients Mobile Phone Number in case of emergency

I / We understand and accept the overtime clause..... YES / NO.

Overtime Expenses: If the timing of your evening runs very late, and past the contracted finishing time, please discuss this with the Entertainer(s), after their, performance. If they are willing to carry on playing ! They may be, but please expect, to pay the overtime fees at the rate, as quoted, by the, Entertainer(s), after, their performance.