



ISD.24305/3/10.05.16/3286

TO : ..... [insert PROMOTER/VENUE name]

DATED : .....

Dear Sir/Madam,

Standard Terms of Business

The UK Conduct of Employment Agencies and Employment Businesses Regulations as amended in 2010 and 2016 (Regulations) require us and the agents who are represented by or work within this music agency to provide Standard Terms Of Business in writing to each hirer (promoter/venue) with whom we or they deal.

Our Standard Terms of Business (attached as Appendix 2) to this letter agreement) cover those terms set out in the Regulations that we are required to provide to you with in order to comply with these Regulations. All applicable definitions and Additional Terms are set out in Appendix 1 to this letter agreement.

By signing this letter agreement, you confirm your acceptance of these Standard Terms of Business including Appendices 1 and 2.

These Terms of Business comprise the principal terms under which we will conduct business with you. If we agree any further terms, we will agree these in writing. You agree that, to the extent that these Terms of Business or any of such further terms may conflict with the requirements which the Regulations impose on us then the Regulations shall prevail. Any variation of these Terms of Business or of any such further terms shall only be binding upon us if agreed by a director of this music agency in writing.

Yours faithfully

Agreed and Accepted

Signed

Signed

.....

.....

Print name

For and on behalf of PRIMARY TALENT INTERNATIONAL LIMITED

.....

For and on Behalf of [Promoter/Venue] who by signing this warrants that he/she is authorised to sign on behalf of the Promoter/Venue

Dated.....

## APPENDIX 1

### DEFINITIONS

<b>Artist</b>	Any artist (which includes any person, firm or company entitled to make an Artist's services available to third parties) represented by us with whom you contract or wish to contract in relation to any Engagement.
<b>Engagement</b>	Any arrangement or engagement that you will directly or indirectly provide for the Artist
<b>Fees</b>	Any payment or benefit of any kind to be paid by you in relation to any Engagement (whether to the Artist or to us or any third party on the Artist's behalf) including but not limited to any expenses, advances, deposits, guarantees and overages and including any VAT or other sales tax payable on such amounts
<b>Regulations</b>	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended in 2010 and 2016
<b>Terms of Business</b>	The Standard Terms of Business set out in Appendix 2
<b>we/us/our</b>	Primary Talent International Limited Business Office: The Primary Building, 10-11 Jockey's Fields, London WC1R 4BN E-Mail: tob@primarytalent.com Registered Office: 107 Bell Street, London NW1 6TL Company Number: 2507741
<b>you/your</b>	<i>Insert details of the promoter/venue including (if applicable) company number, registered office and email address</i>
<b>Additional Terms</b>	<i>[Insert any applicable additional terms]</i>

## APPENDIX 2

### STANDARD TERMS OF BUSINESS

#### 1. SERVICES

- 1.1. We are appointed as the agent for the Artist.
- 1.2. For the purpose of the Regulations, during the period of that appointment we will act on the Artist's behalf as an employment agency not as an employment business.
- 1.3. We are not authorised to enter into or sign any agreement with you on the Artist's behalf. We will not enter into agreements with the Artist on your behalf.
- 1.4. We will negotiate and agree with you the terms on which the Artist will perform any Engagement and draw up the agreement between you and the Artist.

#### 2. PAYMENT AND DEPOSITS

- 2.1. You will on our request pay the whole or any part of the Fees to us on the Artist's behalf or to any third party nominated by the Artist and notified by us to you.
- 2.2. Any deposit payable to the Artist for any Engagement(s) will be paid to us and held by us initially in a trust account and (subject to paragraph 2.3) any part of it due to the Artist will only be payable by us to the Artist following completion of the Engagement to which the deposit is related.
- 2.3. Unless with our prior approval you agree otherwise with the Artist, if you cancel any Engagement for any reason and the Artist was available to fulfil such Engagement, any Fees for that Engagement will be paid in accordance with Paragraph 2.1 immediately on demand.
- 2.4. Prompt payment of the Fees including any deposit and any other monies due to the Artist within the deadlines specified in Appendix 1 is of the essence of these Terms of Business. If you fail to meet any payment deadline in connection with any Engagement, the Artist may at the Artist's sole discretion decline to perform and retain any Fees paid or payable at that date as compensation for your failure to comply with the payment conditions set out in Appendix 1. Furthermore any instalments of the Fees not yet paid at that date shall in such circumstances immediately become due and payable in full upon demand. Furthermore, the Artist shall in such circumstances be entitled to compensation and interest for any instalment of the Fees paid late or unpaid as provided by the Late Payment of Commercial Debts (Interest) Act 1998

#### 3. PERFORMANCE

- 3.1. We are not responsible for the Artist's attendance at any Engagement and we are not required to ensure that the Artist undertakes any obligations you agree with the Artist.

#### 4. INFORMATION

- 4.1. You will provide us with at least the following information:
  - (a) such information as we require to confirm your identity and the nature of your business (including providing copies of your passport(s) and/or certificates of incorporation);
  - (b) the name of the Artist;
  - (c) details and dates of any Engagement for which you wish to engage the Artist together with the location the duration and the required hours or times of the Engagement;
  - (d) details of any risks involved for the Artist in the Artist attending and performing at the Engagement (including if you are required to conduct any health and safety assessment, a copy of that assessment);
  - (e) details of any qualifications training experience or authorisations required by law or by any professional body or considered necessary for an artist to possess in order to work in the position;
  - (f) details of the Fees and any expenses payable by or to the Artist and the payment schedule;
  - (g) the minimum pay and other benefits you would offer a person for the Engagement and details of any right for both you and the Artist to cancel or withdraw from any Engagement;
  - (h) confirmation of whether you will be acting as an employment agency or employment business (for the purpose of the Regulations); and
  - (i) any other information that would be relevant to the Artist agreeing to undertake any Engagement.
- 4.2. We are obliged to provide the information you provide to us under paragraph 4.1 to any potential Artist.
- 4.3. Based upon the information you have provided us, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artist for any Engagement.
- 4.4. If you do anything which we reasonably consider is detrimental to the interests of any Artist (or if you do not do anything that you have should have done that we consider is detrimental to the interests of any Artist), we reserve the right to provide details of this to the Agents' Association of Great Britain who may in turn provide this information to its members.

## **5. TRAVEL**

- 5.1. If, by the terms of any proposed Engagement, the Artist must occupy accommodation other than the Artist's home you will provide us with such information in relation to the Artist's travel arrangements and accommodation as we reasonably require to satisfy ourselves that suitable provisions have been made in respect of that accommodation; and that suitable arrangements have been made for the Artist to travel to such accommodation. You will procure that such accommodation is suitable for the Artist before the Engagement begins.
- 5.2. If you provide (or promise to provide) travel for the Artist to any Engagement, you undertake to us (and will undertake to the Artist) to provide both travel to the Engagement and travel (or travel costs) for the return journey. You will provide any information we request in relation to such travel. If either we or the Artist are required to pay for any such return travel you will pay to us such costs on demand.

## **6. GENERAL**

- 6.1. Any Additional Terms referred to in Appendix 1 shall form part of these Terms of Business.
- 6.2. Both we and you will be entitled to send any notices or other information we are required to give to the other by email to the email addresses set out in Appendix 1. A copy of any such formal notice to us must be sent to our managing director at our Business Office in order for such notice to be valid
- 6.3. We act for the Artist as agent but not as principal and therefore we shall have no liability to you in respect of any breach of or failure by the Artist to observe or perform any terms or conditions of any Engagement or agreement for the same.
- 6.4. 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.
- 6.5. These Terms of Business shall be governed by English law and the English Courts shall have exclusive jurisdiction