

TERMS OF BUSINESS – AFTER DINNER WORLD LTD

ISSUED TO: EXAMPLE / on behalf of: (where applic) EXAMPLE

- 1 After Dinner World Ltd will be referred from now on as **ADW Ltd**.
- 2 The two legally bound parties in any contract are the **Hirer**, (referred to as **The Hirer** or The Management) and the person being hired, (referred to as The **Artiste(s)**).
- 3 We have been granted authority to negotiate on behalf of the **Artistes(s)**, to raise contracts, to invoice and collect fees, which we will pass to the Artistes within the time limit, allowed by the Conduct of Employment Agencies and Employment Businesses Regulations 2003, (As detailed in Statutory Instrument 2003 No. 3319)
- 4 It is agreed that unless stated otherwise the **Hirer** will provide a suitable sound system for use by the **Artiste(s)**, unless otherwise agreed in the contract.
- 5 Where a separate rider is required in respect of technical requirements, cancellation clauses or terms specific to the booking, this will be attached to all contracts and will supersede any terms set down in this document.
- 6 In the event of illness or accident, resulting in the **Artiste(s)** being unable to fulfil the engagement, **ADW Ltd** or the **Hirer** must be contacted immediately, and any request for medical certificate or relevant report detailing the reason for the non appearance must be met. **ADW Ltd** will endeavour to offer any comparable replacements where possible.
- 7 The engagement shall be considered null and void in the event of war, fire, strike, or lockout directly affecting the venue, or upon order of any Public Authority having jurisdiction over the venue, excepting the refusal to grant a liquor or public entertainment licence, unless a pending application was declared by the Hirer upon booking and noted within the contract.
- 8 Payments shall be made as described in the contract, either by cash or cheque on the completion direct to **Artiste(s)**, or by cheque via **ADW Ltd**, in which case payment must be received 7 days prior to the date of performance, unless by prior written arrangement with **ADW Ltd**. Where a deposit has been agreed, it must be enclosed with the signed contract, and is payable to **After Dinner World Ltd**. Non payment of any deposit will, at the discretion of **ADW Ltd** result in cancellation of the contract.
- 9 Once the contract has been accepted there is no provision for cancellation except for reasons described above, or by the mutual consent of both The Hirer and The Artiste(s). If such cancellation is agreed **ADW Ltd** reserves the right to make a charge of 15% of the total fee agreed (nett of VAT) to the cancelling party in lieu of administrative costs for work done. **ADW Ltd** agrees to return any deposits received from the **Hirer** in the event of cancellation by the **Artiste(s)**.
- 10 Where an event is cancelled by the **Hirer** without the mutual agreement of the **Artiste(s)**, compensation charges may be made against the **Hirer** to the total value of the fee agreed (less expenses not incurred), or negotiated as follows.
- | | |
|---|------------------------------|
| Cancellations made within 6 weeks of the event | 100% of total contracted fee |
| Cancellations made within 8 weeks of the event | 75% of total contracted fee |
| Cancellations made within 12 weeks of the event | 50% of total contracted fee |
| Cancellations made beyond 12 weeks of the event | 25% of total contracted fee |
- Where the **Artiste(s)** cancels the contract, you are at liberty to take action against the **Artiste(s)** to recover any losses and any valid claim shall be with the full support of **ADW Ltd**.
- 11 **ADW Ltd** acts as an employment agency unless otherwise stated on the contract, and we wish to make it perfectly clear that **ADW Ltd** cannot be held responsible should either the **Hirer** or the **Artistes(s)** break the terms of the contract. It is accepted that live recording of any part or whole of the **Artiste(s)** performance shall be prohibited unless by prior written agreement with **ADW Ltd**.
- 12 **ADW Ltd** advises both **Artiste(s)** and **Hirers** to hold suitable Public Liability Insurance and equipment safety documentation. It is the responsibility of the **Hirer** to ensure that all electrical points and equipment are of good working order, and that staging, changing areas, steps and any other areas used by the **Artiste(s)** are deemed safe.
- 13 For the treatment of Income Tax and National Insurance, all **Artiste(s)** booked are deemed self employed.
- 14 Should either **Artiste(s)** or **Hirer** believe that the contract does not reflect the terms of the agreement made, they should notify **ADW Ltd** in writing within 10 days (and prior to the engagement taking place) of the date of this agreement, otherwise a contract as per these terms will be deemed to exist. Where the contract includes multiple bookings on the same sheet of paper, each booking shall be treated as a separate agreement between the relevant **Artiste(s)** and **Hirer**, and be subject to the same terms contained herein.
- 15 Any changes made to the terms of business must be made in writing and accepted by all parties.
- 16 **ADW Ltd** is a member of the Agents' Association (GB) and should you wish to make a complaint against this agency, or received any advice, please contact the Head Office on 020 7834 0515

We would appreciate your acknowledgement of these terms by signing as the hirer below, and returning to this office. It is accepted that these are the terms of business of After Dinner World Ltd, regardless of whether this letter is returned.

Yours sincerely

SIGNED _____ PRINTED JARED DAVIS _____ DATE _____

DIRECTOR – After Dinner World Ltd, Lime Trees, Blackwood Hall, HALIFAX HX2 6HD
Company Registration Number 4625841

I, the **Hirer** agree to the terms of business as detailed above in respect of any bookings I may wish to make through After Dinner World Ltd

SIGNED _____ PRINTED _____ DATE _____