

MBM CORPORATE LIMITED TERMS OF BUSINESS FOR ENTERTAINMENT AGENTS

Terms of Business for Agency to Agency transactions as required by the *Conduct of Employment Agencies and Employment Businesses Regulations 2003* which are referred to hereinafter as *The Regulations*.

MBM Corporate Limited act primarily as an Employment Agency and this document is to confirm that we work in compliance with *The Regulations* and, as members of the Agents' Association (Great Britain), in accordance with the Association's Code of Conduct.

Where you book artistes from us, we will expect you to be working in compliance with *The Regulations* and to advise us, at the time of making the booking, whether you intend to act as an Employment Agency or an Employment Business in any particular transaction.

If you are acting as an Agency we will expect to split commission with you and confirm that we have or will have established the identity and suitability of the artistes you are booking for the engagement under consideration and have / will have the artistes' authorisation to appoint sub agents for engagements and, where appropriate, to authorise that sub agent to collect fees/monies due to that artiste.

We will expect you to have established the identity and suitability of the Hirer for whom you are booking our artiste, to have made reasonable enquiries as to any Health & Safety risks or other legal requirements of the venue/booking under consideration and to keep us fully advised of same. We will advise you of any special requirements of the Artiste and, if applicable, of any risks involved in the presentation of the Artiste's act.

If the artistes' fees are to be paid via your Agency, then we will expect you to collect those fees as speedily as possible and to pay them to us, via your own Client Account, within ten days of your receipt of the cleared funds.

Where we are trading regularly together, we would expect these fees to be paid to us without deduction of commission (which should be dealt with separately).

Cheques in settlement of Artiste's money (where we have acted as an **Employment Agency** in supplying you with Artistes) should be made payable to "**MBM Corporate Clients Account**". For BACS purposes: Bank Sort Code: **20-72-67** Account No: **40703141**.

Cheques in settlement of fees due to this agency (where we have acted as an **Employment Business** in supplying you with Artistes), should be made payable to "**MBM Corporate Limited**". For BACS purposes: Bank Sort Code: **20-72-67** Account No: **00454842**.

In the event that you act as an Employment Business regarding any engagement, we will expect you to tell us so at the time of making the engagement and to document the fact when issuing paperwork for the engagement(s). Under those circumstances, if fees are to be paid via your office, we will expect payment to be made to us for our artistes' fees within 21 days of the date of the engagement; unless an alternative arrangement is agreed at the time of making the booking and is subsequently documented, **irrespective of your receipt of funds from the Hirer**.

Where we are booking artistes from you, we will normally expect to be acting as an Employment Agency and will expect to split to commission with you and we make similar commitments to those we have asked of you above. Should you be acting as an Employment Business in providing any Artiste to us, then you must tell us that at the time of making the booking and that status must be documented.

In the event that we need to act as an Employment Business when booking artistes from you, we will tell you so at the time of making the engagement, document the fact when issuing paperwork, and will pay you the artistes' fees within 21 days of the date of engagement unless an alternative arrangement is agreed at the time of making the booking and is subsequently properly documented.

Where we are both acting as Employment Agencies and splitting commission on an engagement, we will expect to pay split commissions due to you by not later than 28th day of the month following the month of engagement and will expect you to pay us within the same time limits should commission be due to us.

If we have two way trade with you, we are content to agree to “contra” the commissions due between us to reach a net figure payable for settlement within the time limit stipulated above.

Unless we agree to do so for a single one-off engagement we are arranging with you, we do not expect you to deduct any split commissions due to you on our artistes from the fees that you send us for those artistes and equally we will expect to pay you the full amount of your artistes’ fees, and will invoice you separately for the commission due to us.

Where the engagement is a simple one-off trade between us, and subject to the amount of commission payable to you having been agreed at the time of making the booking, we would accept your deduction of your commission from our artiste’s fee, provided your invoice for your deduction accompanies your payment to us and we would expect to do the same should we have booked your artiste on a split commission basis. Such an arrangement **MUST** be agreed at the time of making the booking.

Please be advised that, where you are booking an Artiste from us, your involvement in the booking will be made known to the Artiste and it is agreed that, should you breach the ‘payment within 10 days of receipt of cleared funds’ rule, or otherwise breach The Regulations, the Artiste has the right to take proceedings directly against you and / or to make a complaint to the relevant authorities.

Our Artistes are advised to carry Public Liability Insurance (PLI) and, where applicable, to have their equipment PAT certified. You should stipulate where PLI is a necessity for any engagement. We would similarly expect your Artistes to carry PLI cover & PAT certification and will stipulate where PLI is a necessity for an engagement.

Before we can do business we need to hold the following information on file about your agency

Agency Name:

Proprietor/Director:

Address:

Telephone:

If we do not currently hold any information on your agency, or if you have changed status, address or telephone number please contact us.

If we have not received your Terms of Business, then the above terms are those that will apply to any business we do together unless or until different terms are agreed between us.

If you feel unable to comply, or are unhappy, with any of the terms detailed above, please contact MBM Corporate Limited by return so that we can clarify our trading basis.

Anne Barrett

Managing Director