

Before entering into any contract whether verbal or written, the venue or the client (hereinafter referred to as 'the venue') and the artiste must agree to abide by the following terms & conditions listed below. Upon acceptance and/or fulfilment of any contracted booking with any one of the following companies, Barrett Entertainment Group Limited, MBM Corporate Limited, Barrett Artiste Management Limited, MBM Corporation Limited (hereinafter collectively referred to as 'The Company') will assume the venue's and the artiste's full and unconditional acceptance of these terms & conditions.

'The Company' - TERMS OF BUSINESS FOR VENUES AND CLIENTS as of January 2010

1. 'THE COMPANY' shall be the sole supplier of entertainment to the venue unless otherwise agreed.
2. 'THE COMPANY' will provide a written contract for each booking. Each contract is issued as a written confirmation of a verbal agreement and should be signed and returned promptly to 'THE COMPANY'. Whilst the venue's principal is required to sign and return the contract, which is a written confirmation of a verbal agreement already made, failure to do so is not sufficient to cancel the agreement. For information regarding cancellations, see item #6 below.
3. It is the responsibility of the venue to provide 'THE COMPANY' with their requirements re: arrival time, duration of performance/s and time/s of performances. This information will be included on each contract and must be adhered to by the venue and artistes alike.
4. The venue must pay the fee stated on each contract in the method described by the contract's payment terms.
5. The venue accepts that any deposits or booking fees which are required to be paid in advance are non-refundable unless otherwise stated.
6. 'THE COMPANY' will do their utmost to prevent any cancellations or changes in the contracted schedule, 'THE COMPANY' therefore expect that venues will also do their utmost to prevent any cancellation of artistes. All contracts negotiated between the artiste and the hirer are legally binding and cannot be cancelled without full agreement in writing from all parties to the contract. For any cancellation 0-31 days of the booked event 100% of the fee is required and for any cancellation 32-60 days of the booked event 50% of the fee is required.
7. Cancellation fees will be invoiced directly to the venue by 'THE COMPANY'. 'THE COMPANY's payment terms are seven days from receipt of invoice.
8. In the event of an emergency, 'THE COMPANY' personnel can be contacted on one of the emergency telephone numbers left on our answering machine, but for obvious reasons, no cancellations can be accepted on the answering service.
9. It is accepted that 'THE COMPANY' acts as a negotiator of contracts between an artiste and hirer and is not part to those contacts, and therefore cannot in any way be held responsible for non-fulfilment of bookings, although every reasonable safeguard in the interest of the venue is assured.
10. Fees are plus VAT where shown on each contract.
11. Any re-bookings of artistes at the same venue or any associated venue must be negotiated through 'THE COMPANY'.

'The Company' - TERMS OF BUSINESS FOR ARTISTES @ as of January 2010 (working on behalf of the artiste as an Employment Agency)

1. 'THE COMPANY' will provide work to the artiste within the entertainment, leisure and associated activities.
2. 'THE COMPANY' will endeavour to procure work to the artiste for all mediums that are appropriate for the artiste to work in.
3. 'THE COMPANY' will negotiate on behalf of the artiste contracts with hirers within the industry, for which the artiste authorizes 'THE COMPANY', to enter into those contracts with the hirers on behalf of the artiste.
4. The artiste authorizes 'THE COMPANY' to receive monies on behalf of the artiste.
5. 'THE COMPANY' will charge a fee for the negotiation of such contracts, this fee will relate to the artiste finding work with the hirers in any aspect of the variety, light entertainment, music, television, radio, video, recording, personal appearance, stage, theatre, writer, director, dancer, photographic, modelling, professional sports person, stuntman, after-dinner speaker, public speaking fields or any other occupation listed in regulation 26 schedule 3 of the Conduct of Employment Agencies and Employment Business regulations.
6. The contracts negotiated on behalf of the artiste do not have any provision for any refunds or rebates included within them.
7. All monies received on behalf of the artiste will be paid into a client account immediately upon receipt of or no later than the end of the second business day following the day on which the monies are received. You will receive from 'THE COMPANY' a statement showing the amount or method of calculation of the fee, the date of the engagement and the balance of the fee due to the artiste.
8. Where the fee is paid to 'THE COMPANY' on behalf of the artiste, the fee shall be paid to the artiste within 10 (ten) days of the clearance of those monies.
9. Where commissions are owed to 'THE COMPANY' from the artiste, all commissions due up to and including that date will be deducted from monies held within the client account prior to payment of the artiste. Should no monies be held in the client account, 'THE COMPANY' reserve the right to deduct such commissions, in whole or in part, from the artiste's credit or debit card held on file.
10. Should 'THE COMPANY' pay the artiste prior to the receipt of fees from the hirer, it is understood and accepted by the artiste that should this payment is in the form of a loan and is conditional on receipt of the fees from the hirer. It is understood and accepted by the artiste that should the hirer at any time, for any reason whatsoever, fail to make the payment within the agreed contractual period then 'THE COMPANY' may ask for full payment immediately from the artiste, either personally or from any monies held on behalf of the artiste within the client account at that time.
11. 'THE COMPANY' will take such steps as are reasonably practicable to ensure that the artiste and hirer are aware of any requirements imposed by law or by professional bodies that must be satisfied by the artiste or hirer to enable the artiste to work for the hirer in the position which the hirer seeks to fill.
12. It is a requirement of the artiste that they are in possession of Portable Appliance Test (PAT) Certification for all equipment provided by them to be used during their performance.
13. It is a requirement of the artiste that they have full and comprehensive Public Liability Insurance (PLI) that covers all engagements accepted from 'THE COMPANY'.
14. The artiste unequivocally authorizes 'THE COMPANY' to act as an agent with the authority to enter into contracts on their behalf and in all cases that 'THE COMPANY' may charge a fee as agreed in relation to the supply to which the contract relates.
15. Where 'THE COMPANY' agency has entered into contracts of an artiste with a hirer or on behalf of a hirer with an artiste, the agency shall ensure that the contracts are notified to each party on whose behalf the agency entered into the contract no later than the end of the fifth business day following the day on which the agency entered into the contract.
16. Where more than one agency is involved, the artiste authorizes 'THE COMPANY' to negotiate contracts on their behalf and receive monies due on the artiste's behalf from the other agency. 'THE COMPANY' will make enquiries to their satisfaction that the other agent is suitable to act as an agency and that any monies received by the other agency should be passed to 'THE COMPANY' within 10 (ten) days of receipt.
17. In the event by agreement that 'THE COMPANY' holds monies on behalf of the artiste for a period in excess of 30 (thirty) days (beginning with the day upon which it was received) it shall no later than the 32nd (thirty-second) day give a statement to the artiste setting out the amount held on his behalf at close of business on the 30th (thirtieth) day and shall continue to give statements at intervals of not more than 30 (thirty) days thereafter until all sums held by the agency on behalf of the artiste have been paid to the artiste.
18. All invoices issued by the agency in respect of work done by the artiste must state where payment is to be made and whether by cheque or banker's draft and to who the said cheque or banker's draft is to be made out or as the case may be, drawn in favour of the agency's client account.
19. All contracts negotiated between the artiste and the hirer are legally binding and cannot be cancelled without full agreement in writing from all parties to the contract. Cancellation fees are commensurate with the cancellation fees detailed in the terms of business for venues and clients (item #6) and are as follows: For any cancellation 0-31 days of the booked event 100% of the fee is required and for any cancellation 32-60 days of the booked event 50% of the fee is required.
20. You will pay the commission on any fee paid or payable to you for any renewals and/or extensions of any engagements made on your behalf and on any re-engagement made with the hirer at any venue originally introduced, negotiated or secured by us where such re-engagement is agreed within a twelve-month period of the original engagement.
21. If your account falls more than 60 (sixty) days overdue, then we will be entitled at our discretion to add interest on a daily basis equivalent to an annual rate of 5% over the Bank of England base rate.
22. It is not our responsibility to recover overdue unpaid monies from any hirer. Any costs incurred over and above the normal costs of collecting monies from a hirer, including stopped or presented cheques, will be chargeable to you. Any other costs involved in recovering monies from a hirer, shall only be incurred and charged to you with your prior agreement.
23. In the event that any engagement is cancelled after being negotiated and confirmed gives you grounds for claiming from the said hirer, then subject to the legal requirements that you use your best endeavours to mitigate the potential loss, you should note that we only act as your agent in securing engagements for you, and are not party to the agreement for any engagement. In the event that you should take action to secure compensation it is up to you to proceed directly against the hirer. We will assist only in so far that we will provide you with copies of notes and documentation that we hold relevant to the cancelled engagement. Commission will be payable to us on any compensation that you secure in such actions.
24. Should any artiste require the use of strobe lighting, the following points must be strictly adhered to: a legible sign must be placed on the front door of the premises and to each side of the artiste stating: "DURING THIS PERFORMANCE THIS ACT USES STROBE LIGHTING." This sign must be clearly printed in lettering at least three inches high. In addition to this, strobes may only be used for a maximum duration of ten seconds in any two-minute period. The venue must agree to the use of any strobe lighting.
25. Unless otherwise described in the booking contract, all artistes are booked on a fully self-contained basis and are responsible for providing their own musical equipment (where applicable), backing-tracks, and sound system.
26. The artiste accepts that they are a self-employed person, responsible for their own income tax, national insurance liabilities and similar contributions in respect of their fees, and hereby agrees to indemnify the venue and client from the payment of all such liabilities and contributions.
27. The venue/client has the right to determine the volume of the artiste's performance. Any decisions taken by the acting manager or their representative is final. Failure to comply will be treated as a breach of contract, whereupon the artiste's performance will be terminated, and a fee will be payable subject to the time worked. The artiste must have a verified, signed statement from the venue to the time worked prior to leaving the venue.
28. No naked lights shall be carried, nor matches used, nor will any venue's lighting or electrical apparatus be altered without the venue's permission. The artiste may not bring into the venue any combustible or explosive material or devices.
29. The artiste shall be responsible for their conduct, efficiency, punctuality and behaviour (including their employees or other parties that they introduce to the venue).
30. No fee shall be payable to the artiste for any day where the performance is cancelled for reason of royal demise, national mourning, fire, epidemic, or health reasons, war, strikes, lock-outs or by reason of licensing or public authority.
31. The venue/client shall not be responsible for any loss or damage to any personal property of the artiste and they are advised to affect his or her own insurance against any such eventualities.
32. Should any artiste cancel the engagement or fail to perform through illness or external influences, then the artiste must provide documentation to the venue/client to substantiate the reason. Failure to provide the said documentation would leave the artiste open to the possibility of the venue/client seeking financial compensation.

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereto agree to submit to the jurisdiction of the English Courts.