



✉ info@prima-artists.com

☎ 0845 500 9393 (UK Local Call Rate)

☎ +44 (0)1424 203500 (International)

www.prima-artists.com

Tower View, 33 Filsham Road, St Leonards, E Sussex, TN38 0PA

## **Terms of Business as of 20th May 2014**

1) Prima Artists may act as an Employment Agency or as an Employment Business, at its sole discretion. The way in which Prima Artists is acting for each booking will be clearly shown in the documentation issued.

### **2) When acting as an Employment Agency:**

a) Prima Artists acts as negotiator only and is not a party to the resulting contract. For this reason Prima Artists cannot accept responsibility for non-fulfilment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, Prima Artists will make every reasonable effort to replace the artist or engagement with one of similar price and quality.

b) Prima Artists seeks to negotiate agreements for The Artist in those branches of the entertainment field for which The Artist is suited by reason of his talent and ability.

c) For the provision of this service Prima Artists charges a fee equivalent to an agreed percentage of the contracted fee receivable by the Artist, in accordance with our Commission Policy Statement. Prima Artists will also collect any applicable tax (for example VAT) which is due under English Law. The charge may be made to either the Artist or Promoter subject to the negotiated acceptance of the party in question.

d) The Fee (commission) is charged only after the provision of the service has been completed. Therefore there is no provision for a refund of commission in any circumstances. The document " Commission Policy " forms part of these terms and shall be provided to artists, and must be read and construed as such.

e) Where charged to the Artist, the fee (commission) will still be due if the Artist fails to appear, said non-appearance being as a result of any action or inaction of the Artist.

f) Cancellation of any contract negotiated through Prima Artists is not normally possible without the agreement of all concerned parties. In the event of cancellation by either party without cause of illness or other unavoidable circumstances, Prima Artists reserves the right to levy a charge of up to 15% (+ VAT) of the agreed fee against the cancelling party, to cover the additional expenses involved in the said cancellation. This is in addition to any amounts that may be payable by either party under the terms of the said contract.

g) Prima Artists normally acts as negotiator only and as such may not enter into agreements on behalf of third parties. If at any time Prima Artists is authorised to enter into agreements on behalf of the Artist or the Client for any individual booking, such authority will be made known to both parties during the negotiation.

h) Prima Artists may receive fees due to the Artist (for example in the event of a no pickup booking or in the course of arriving at a dispute resolution) but must account to the Artist for any such payments that it receives.

i) Agreements are made separately for each booking, and there is no requirement for any Artist to accept any booking offered. The Artist can therefore end the relationship by simply not accepting any further bookings and the Agent can end the relationship by not offering any such bookings.

k) If any Artist seeking employment under a normal non-exclusive agency representation agreement (i.e. who has not signed under a management or sole representation contract) should wish to cease being represented by Prima Artists and have their name and details removed from any promotional materials issued by the Agency they can give a minimum of 30 days notice in writing. From that point no further promotional materials featuring the Artist will be created, but it must be understood that it is not possible to remove information from hard copy products already published.

j) The Artist will be required to honour any and all contracts negotiated and accepted prior to the expiry of such written notice. The Artist must undertake to ensure that any ongoing commission or other financial remuneration due is paid to Prima Artists promptly and in accordance with these Terms of Business.

### **3) When acting as an Employment Business:**

a) Prima Artists is a party to each contract and accepts responsibility for its obligations under the terms of each individual agreement including the obligation to pay the contracted fee to the Artist when it is due. In this context, Prima Artists is responsible to the contracting client for the delivery of the service.

b) The fee payable to the Artist will be that fee agreed by him or her and duly indicated in the contract.

c) No charge other than the contracted fee is made.

d) The Artist will be employed under a contract for services.

e) Any contract entered into between Prima Artists and the Artist will be for an agreed period (normally one performance) and will not provide for cancellation by either party other than by mutual agreement.

f) Since the Artist will be either self-employed or an incorporated body there is no entitlement to Holiday Pay or any payment in lieu thereof.

### **General Terms (applicable in all instances)**

4) Monies owed to Prima Artists shall be remitted as otherwise stated in the written confirmation. Prima Artists reserves the right to deduct monies owed to the agency by any individual Artist from any monies due to that Artist and to forward any balance.

5) In order to ensure that there are no non-appearances or let downs, all verbal agreements are confirmed by the signing of a written contract. In the event of very short notice bookings, the written contract may be sent after the event for your records.

6) The display and / or presentation of any Artist's address and/or telephone number at an engagement negotiated through this agency shall be regarded as a breach of contract, and may render the Artist liable to pay severe damages in respect of that breach

7) Any contract negotiated through this agency shall be subject to these terms of business unless otherwise agreed in writing between all concerned parties. In particular, any conflicting terms of business shall have no effect. All contracts to which these conditions apply shall be construed in accordance with English Law.

## **Paperwork**

8) All bookings are confirmed by issue of a clear, detailed and binding contract which is accompanied by a professional invoice and is subject to these Terms Of Business

## **Payments**

9) We normally require advance payment of all one off engagements. Each invoice issued in this regard is endorsed "All Advance Payments where agreed are held in the agency's client account pending completion of the contract". Generally, a deposit of 20% is required on return of the signed contract and the balance is payable no later than 14 days before the engagement date.

Where the engagement date is less than one month from the issue of the contract, the entire fee is payable no later than 14 days before the event.

UK businesses who book with us regularly or who provide a binding purchase order may be offered alternative terms.

## **Client Account**

10) As required by UK law (The Conduct of Employment Agencies and Employment Businesses Regulations 2007), we have a properly designated Escrow Client Account - Funds held in the account are not the asset of the business. Our Client Account acts as a matter of assurance. The artist employed under the contract is assured that payment will be forthcoming promptly once the contract has been completed and the client is assured that, in the rare instance that the contract is not completed for whatever reason, funds are held in trust and are refundable.

## **Contingencies**

11) In the event that an artist is unable to fulfil a contract due to certifiable illness or any other wholly unavoidable circumstances, Prima Artists undertakes to make every effort to provide a substitute artist of equal quality and style, Although we have considerable resources and every reasonable effort will be made, we are unable to make any guarantee in this respect. Clients are fully advised of these circumstances and no substitutions will be made without clients approval.

## **Payments**

12) Payments are accepted by cheque, BACS, CHAPS, International Transfer, Debit Card or Major Credit Card. Our preferred methods are BACS or Debit Card. Due to the cost of processing card payments the following charges apply: Major Credit Cards are subject to a handling charge of 2%, American Express (Amex) and Diners Card 4%. There is no charge for Debit Card payment.

## **Bookings outside of the UK mainland.**

13) Different terms apply to bookings where either the performance or the client is outside of the UK. A deposit of 50% is payable where the engagement date is later than one month from the issue of the contract. Full payment (100%) must be received as cleared funds 7 days prior to artists scheduled travel date. The client is to provide Flights, Accommodation, Meals, (or equivalent Per Diem Payment) Transfers in the country of performance (Airport, Venue and Hotel) and Provision of Instruments and or technical/production facilities at the venue (I.E. PA System, Back line Instruments, Stage and Lighting etc). required for the performance and also reimbursement of baggage or cargo costs for transport of instruments

or props etc. where needed. This general policy may be overridden by individual artists contract rider.

### **Bookings On Cruise Ships**

14) There are different arrangements varying from client to client applying to these bookings. Artists are fully advised of these arrangements prior to acceptance of the contract from the client cruise line.

### **Finally**

15) No servant or agent of this agency has the power to vary these terms and conditions.

16) Whenever the context so admits, words importing the masculine shall include the feminine and the singular number shall include the plural and vice versa as appropriate.

*In the case of any dispute These Terms are Subject to the Laws of The United Kingdom*