

Daubney Variety & Gala Agency Ltd Terms of Business

May 2012

- 1) Daubney Variety & Gala Agency Ltd may act as an Employment Agency or as an Employment Business, at its sole discretion. The way in which Daubney Variety & Gala Agency Ltd is acting for each booking will be made clear to all concerned parties prior to the completion of negotiations, and will be clearly shown in the documentation issued.
 - 2) When acting as an Employment Agency:
 - a) Daubney Variety & Gala Agency Ltd acts as negotiator only and is not a party to the resulting contract. For this reason Daubney Variety & Gala Agency Ltd cannot accept responsibility for non-fulfillment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, Daubney Variety & Gala Agency Ltd will replace the act or engagement with one of similar price and quality.
 - b) Daubney Variety & Gala Agency Ltd seeks to negotiate agreements for The Artiste in those branches of the entertainment field for which The Artiste is suited by reason of his talent and ability.
 - c) For the provision of this service Daubney Variety & Gala Agency Ltd charges a fee equivalent to an agreed percentage of the contracted fee receivable by the Artiste, in accordance with our Commission Policy Statement. Daubney Variety & Gala Agency Ltd will also collect any applicable tax (for example VAT) which is due under English Law. The charge may be made to either the Artiste 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.
 - e) Where charged to the Artiste, the fee (commission) will still be due if the artiste fails to appear, said non-appearance being as a result of any action or inaction of the artiste.
 - f) Where charged to the Promoter the fee (commission) is normally payable in advance and is always non-refundable.
 - g) Cancellation of any contract negotiated through Daubney Variety & Gala Agency Ltd is not normally possible without the agreement of all concerned parties.
 - h) Daubney Variety & Gala Agency Ltd normally acts as negotiator only and as such may not enter into agreements on behalf of third parties. If at any time Daubney Variety & Gala Agency Ltd is authorised to enter into agreements on behalf of the Artiste or the Client for any individual booking, such authority will be made known to both parties during the negotiation.
 - 3) When acting as an Employment Business:
 - a) Daubney Variety & Gala Agency Ltd may receive fees due to the Artiste (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 Artiste for any such payments that it receives.
 - i) Agreements are made separately for each booking, and there is no requirement for any Artiste to accept any booking offered: The Artiste 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 Artiste 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 Daubney Variety & Gala Agency Ltd 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 Artiste will be created, but it must be understood that it is not possible to remove information from hard copy products already published.
 - l) The Artiste will be required to honour any and all contracts negotiated and accepted prior to the expiry of such written notice. The Artiste must undertake to ensure that any ongoing commission or other financial remuneration due is paid to Daubney Variety & Gala Agency Ltd promptly and in accordance with these Terms of Business.
 - 4) Commission and monies owed to Daubney Variety & Gala Agency Ltd shall be remitted within 7 (seven) days of the engagement or as otherwise stated in the written confirmation. This agency reserves the right to deduct monies owed to the agency by any individual Artiste from any monies due to that Artiste, and 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 artiste'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 Artiste 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. The document "Commission Policy" forms part of these terms, and must be read and construed as such. All contracts to which these conditions apply shall be construed in accordance with English Law.
 - 8) No servant or agent of this agency has the power to vary these terms and conditions. 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.
- b) The fee payable to the Artiste 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 Artiste will be employed under a contract for services.
- e) Any contract entered into between Daubney Variety & Gala Agency Ltd and the Artiste will be for an agreed period (normally one performance) and will not provide for cancellation by either party.
- f) Since the Artiste will be either self-employed or an incorporated body there is no entitlement to Holiday Pay or any payment in lieu thereof.