

The Entertainment Specialists terms and agreement.

#### **Definitions:**

**Agency** = The Entertainment Specialists and or any representations of the 'The Entertainment Specialists LTD or other parties engaged by The Entertainment Specialists that are directly or indirectly involved with this booking.

**Artists** = performer, Act, artist, skilled creator, designer or producer and any or artist/s or other representatives of The Entertainment Specialists, 'TES' and/or 'T.E.S' is The Entertainment Specialists UK.

**Client** = customer, buyer, purchaser or user. Client is the person or organisation whom has signed the booking confirmation, either on behalf of themselves or an organisation. Client is also the persons or organisations who is the end recipient of our services, or in certain cases this is also 'you'.

#### DUTIES OF AGENCY

The Agency shall negotiate contracts on behalf of the Artist for his rendition of services as an artist and/or performer in the entertainment industry and to solicit offers and negotiate contracts for the sale of any entertainment project or package in which the Artist owns an interest. The Agency's activities shall relate only to the Artist's involvement in the entertainment industry. For purposes of this Agreement, the term "entertainment industry" shall include, but not be limited to, the following: charity events, road show performance, motion pictures, television, radio, music, literature, talent engagements, personal appearances, public appearances in places of amusement and entertainment, records and recordings, publications, and the use of the Artist's name, likeness, and talents for commercial and advertising purposes.

#### BEST EFFORTS

The Agency shall use all reasonable efforts to procure and negotiate employment for the Artist in the entertainment industry. The Agency shall use its best efforts to advice and counsel the Artist in the development and advancement of the Artist's career. Under no circumstances shall Artist be obligated to enter into any contract negotiated by the Agency unless the Artist agrees to do so. The Artist shall have the sole and final decision as to whether or not his will accept any proffered employment in the entertainment industry.

The Agency shall endeavour to supply the Client with a Artist/Artists of their choice or similar at the Agents discretion. If for any reason the Client is not satisfied with the level of performance from the agreed Artist/Artists the Agent will endeavour to replace the Artist/Artists with a 'like for like' replacement. If no suitable replacement is available the Agent shall revoke any agreement weather in writing or verbal from the Client and seek any costs due to the Agency or Artist/s during any agreed terms.

## AGENT'S RIGHT TO TERMINATE

The Agent is entitled to deposit payment provided by the Client, if the deposit has not been paid within the time specified, Agent shall have the right to terminate this or any other agreement without any further obligation.

Furthermore:

1. Should any booking be cancelled by the 'Client', a fee will be charged as follows:

- a) More than 30 days from the performance date; No fee payable.
- b) Between 22-30 days from the performance date; 25% of the full fee.
- c) Between 15-21 days from the performance date; 50% of the full fee.
- d) Between 8-14 days from the performance date; 75% of the full fee.
- e) Between 1-7 days from the performance date; The full fee will be payable.

2. 'Agent' agree that any further engagements offered because of our engagements, whether from the Client on our contracts or any other clients or potential client, shall be negotiated through the management of the Agent. Failure to adhere to this will result in the artiste being invoiced accordingly.

3. 'Agent' warrant that all equipment provided by us is in good working order, and fit for its purpose, and that no part of the performance is likely to be a danger to any other person/s.

4. The adjustment of the volume and sound level of any equipment shall be as 'Client' or 'your Client' reasonably requires and within the limitations of the equipment provided.

5. 'Artist/s' shall be suitably and tidily dressed during their performance. The wearing of jeans and trainers are strictly forbidden except with the consent of the Client, where the wearing of such attire is deemed to be a necessary part of their act or is required for health and safety purposes.

6. 'Your Client' or 'You the Client' are responsible for the provision of suitable mains electricity in the performing area.

7. All deposits paid are non-refundable, where applicable.

8. The management accepts no responsibility for non-fulfilment of contract, but every safeguard is assured.

9. This contract reflecting the terms and conditions as verbally agreed shall be deemed accepted only when either; a) It is signed and returned in 7 days. b) It is not exchanged within the prescribed 7 days and no written objection has been made within its period.

10. It is understood that 'Client' or 'your Client' will under no circumstances use 'Agents' artiste/s to provide any additional services without 'Agent' consent up to the date of the event stipulated and 5 years after the performance date.

11. 'Client' or 'Your Client' agrees to provide a secure and restricted area for the Artiste to change their attire before their performances and after should the artiste wish to change into something casual for the purpose of de-rigging and loading.

12. 'Client' or Your Client' agrees to provide adequate refreshments as reasonably required by the Artiste during the event. Any event requiring an Artiste or Artists for a duration five hours or more from the time of the Artist's arrival will require an adequate warm meal or equivalent. Under any circumstance that a hot meal shall not be provided the Artiste will require a twenty-minute break with the choice to leave the event to purchase a meal.