

INDUSTRY MUSIC GROUP

Standard Terms and Conditions of Business

Background

On 17 December 2003, The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (**Regulations**) were made.

The Regulations stipulate that agents within the music agency provide their standard terms of business in writing to each hirer (which includes any promoter and/or venue) with whom they deal. We are dealing with you as a hirer (as defined in the Regulations).

The Terms of Business (**Appendix 2**) cover those terms set out in the Regulations that we are required to provide you with in order to comply with these Regulations. All definitions and Additional Terms are set out in Appendix 1.

Agreement

By acknowledgement, you confirm your agreement to the Terms of Business (and Appendix 1).

These Terms of Business do not contain the entire agreement between us but comprise the principal terms under which we conduct our business. If we agree any further terms, we will agree these in writing. You agree that if, at any time, we agree any terms that conflict with these Terms of Business, such further terms will have no effect.

APPENDIX 1

DEFINITIONS

Artist	Any artist with whom you contract or wish to contract in relation to (a series of) Engagements.
Engagements	Any arrangement(s), engagement or series of engagements that you will provide for the Artist
Guidelines	The Guidelines On the Conduct of Employment Agencies and Employment Business Regulations 2003 produced by the DTI in conjunction with the Recruitment and Employment Confederation and Equity a copy of which is available to be read online at http://www.dti.gov.uk/er/agency/conduct.pdf
Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 a copy of which is available to be read online at http://www.legislation.hmso.gov.uk/si/si2003/20033319.htm
Terms of Business	The standard Terms of Business out in Appendix 2
We/us	<i>Industry Music Group 128 Regents Road Hanley Stoke-on-Trent Staffordshire, ST1 3AY</i>
You	<i>Your company name and registered address</i>

APPENDIX 2 / STANDARD TERMS OF BUSINESS

1 SERVICES

- 1.1 We have been appointed as the agent for the Artist.
- 1.2 For the purpose of the Regulations, we act on the Artist's behalf as an employment agency not as an employment business.
- 1.3 We will negotiate and agree with you the terms on which the Artist will perform any Engagement(s) and draw up the agreement between you and the Artist. We are not authorised to sign any agreement with you on the Artist's behalf.

2 DEPOSITS AND BALANCES

- 2.1 Unless otherwise agreed:
 - (a) Any deposit payable to the Artist for any Engagement(s) will be held by us in our client account; and
 - (b) Deposits will only be payable to the Artist on the day following completion of the Engagement to which the deposit related.
 - (c) For all shows and any artist, the deposit is payable within 7 days of the show being contracted. Failure to do this will result in the show being taken out of the diary and the contract terminated.
 - (d) For all shows and any artist, the balance is payable at least 28 days prior to the date of the event. Failure to do this will result in the show being taken out of the diary and the contract terminated and loss of the deposit.
 - (e) Cancellation of all shows will result in the following charges: 2 weeks or less prior to the show 100% of the agreed fee, one month prior to the show 50% of the fee, 6 weeks or more 25% of the agreed fee.

3 INFORMATION

- 3.1 You will provide us with:
 - (a) such information as we require to confirm your identity and the identity of your business (which may include in the case of a sole trader or partnership providing copies of your passport(s) or in the case of a company provide a copy of the certificate of incorporation or equivalent document);
 - (b) the nature or name of the Artist;
 - (c) details and dates of any Engagements for which you wish

to engage an Artist together with the location of the Engagement and the duration of the Engagement;

- (d) details of any risks to the health and/or safety of the Artist undertaking the Engagement known to you and the steps you have taken to prevent or control such risks (including as suggested by the Guidelines a copy of the risk assessment of the venue/site, equipment and working conditions [*see Guidelines page 17, 18(c)*]);
 - (e) any qualifications and requirements (if any) with which the Artist must comply (including the membership of any union or professional body);
 - (f) details of the Fees (and any expenses) you are prepared to pay the Artist and the payment schedule;
 - (g) details of any right for both you and the Artist to cancel or withdraw from any Engagement; and
 - (h) any other information that you consider would be relevant to the Artist agreeing to undertake any Engagement.
- 3.2 We are obliged to provide the information you provide to us under paragraph 3.1 to any potential Artist.
 - 3.3 Based on the information you have provided us, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artist for any Engagement.

4 TRAVEL

- 4.1 You are aware that, by the nature of the Engagement, the Artist may be required to travel and live away from home for a period of time. If you agree to provide the Artist with travel and/or accommodation, you will provide us with such information (or other comfort) in relation to those arrangements as we reasonably require.

5 GENERAL

- 5.1 Any Additional Terms referred to in Appendix 1 shall form part of these Terms of Business.
- 5.2 Both we and you will be entitled to send any notices or other information we are required to give to the other by email, fax or post to the addresses and/or numbers set out in Appendix 1.
- 5.3 Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms of Business other than the Artist.
- 5.4 These Terms of Business shall be governed by English law.