

# M&R Entertainment Agency Limited

## Terms and Conditions

Any performer, operator, company, or group of performers or operators obtaining work through M&R Entertainment Agency Limited will be known as "the Artiste" and the hirer will be known as "the Client".

M&R Entertainment Agency Limited will act as an employment agency and act as an "Agent" who negotiates a contract between the "Client" and the "Artiste". It acts as a negotiator in all contracts and cannot be held responsible for breach of contract by the Client or Artiste for whatever cause arising.

## Booking an Artiste

When acting as an Employment Agency or Employment Business, the Client agrees to pay a deposit to secure the booking. This deposit is M&R Entertainment Agency's fee for obtaining and arranging work. When acting as an employment agency, the balance will be paid to the Artiste either by (1) a cheque seven working days before the performance or, (2) in cash on the actual date of their performance. If offered a cheque on the date of performance, the Artiste has the right to refuse to perform and will still be due payment for the night. Cheque is not a guaranteed payment on the night.

All bookings will firstly be confirmed verbally or electronically by email between the Artiste and Client, then by the signing of a booking contract firstly from the Client (PDF format). This must be signed by the Client and returned with the deposit within 10 days.

After receiving the confirmation email and/or signed contract from the Client, the Artiste will then be issued a booking confirmation which should be signed and returned within 10 days.

If the Client sends a confirmation email or letter stating that they would like to book entertainment with the date and named entertainment then the Client will be bound by the terms of business whether the deposit has been paid or not and a signed contract has been returned or not.

The booking will be concluded when M&R Entertainment Agency Limited has a returned contract from the Client, confirmation letter/email and a signed contract from the Artiste.

M&R Entertainment Agency Limited will hold the copies of the signed contracts on behalf of the Client and the Artiste and will act as the Agent negotiator between both parties.

If the Client's contract and deposit are not received within 10 working days, then M&R Entertainment Agency Limited reserves the right to book the Artiste to another Client.

When acting as an employment agency all fees due to the Artiste(s) will be paid before they start in cash unless otherwise arranged. The fee will be paid from the designated person on the day of the performance as stated in the signed booking contract from the Client.

The Client agrees not to approach the artist directly to engage for further bookings, but that all future bookings are negotiated through M&R Entertainment Agency Limited except where the bookings are to take place in excess of 12 months from the initial performance date.

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## **Cancellation by the Client**

Cancellation of contracts negotiated through M&R Entertainment Agency Limited is not normally possible without the agreement of all concerned parties. In the event of cancellation by the hirer the following fees will apply

0-7 days 100%  
8-14 days 75%  
15-27 days 60%  
28+ days Deposit

Deposits paid are non refundable unless cancelled by the Artiste.

## **Cancellation by the Artiste(s)**

The Artiste may not cancel a booking unless unable to perform due to force majeure, illness or strikes and can provide reasonable proof which is acceptable under Scottish Law.

If the Artiste fails to fulfill a contract without proof of force majeure, illness or strikes the agency reserves the right to make any future contracts between the agency and the Artiste null and void.

Under such circumstances M&R Entertainment Agency Limited or the Artiste will do their best to replace the act with a similar one.

The Artiste will make every effort to inform M&R Entertainment Agency Limited as soon as possible of the need to cancel due to force majeure, illness or strikes.

Any deposits paid by the Client to either the Artiste or M&R Entertainment Agency Limited will be returned within 14 days in the form of a cheque.

## **Performance Conditions**

Where the Act is expected to wear stage clothing, the Client must provide adequate dressing room facilities.

If an Artiste feels verbally abused or physically threatened by any person in the venue then they shall be entitled to terminate the performance without refund.

The venue must ensure that there is adequate parking adjacent to the venue's access point to enable the loading and unloading of the Artiste(s)' equipment.

Where a first dance is required the Client agrees to inform the band 30 days before the performance date. The band has the right to refuse to play it if either it is not in their set or they feel that it is not suitable for the band. In these circumstances it shall be played either on CD or an electronic device through the bands PA.

The use of the Artistes equipment is restricted to the Artistes only.

## **Schedule**

The set-up time (from access) shall be one hour, where access is taken to be the time when the designated performance area has been prepared and the commencement of the set-up has been approved by an officer with authority to issue said approval.

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Performances, including an interval, shall be of an agreed duration between specific hours. Extra time cannot be expected at the end due to a late start where a wedding/function meal has over run.

Any change to the performance time should be agreed prior to the performance date and an amended contract issued to both the Client and Artiste.

If a change of location is needed a new contract will need to be issued and agreed with all parties. This may also involve any new fees or extra charges that might incur.

## **Change to the contract on the day**

Any changes to the contract needed on the day will be between the Artiste and the Client and should be agreed in writing. The Artiste has the right to refuse any request and will be paid the full amount agreed.

Any changes to the contract agreed on the day between the Client and Artiste must be submitted to M&R Entertainment Agency Limited within 7 days of the change.

Any dispute arising from such agreements, which have not been arranged in writing by M&R Entertainment Agency Limited, must be settled between the Client and the Artiste.

M&R Entertainment Agency Limited cannot be held responsible for any such agreements for whatever cause arising.

## **Complaints and Disputes**

M&R Entertainment Agency Limited acts as an agent between the Client and Artiste and will try to resolve any disputes within 7 days. If an agreement cannot be found both parties must seek a remedy through the courts.

## **Conduct of Artistes**

The Artiste(s) will have all legally required insurances and test certificates for their equipment. We advise that you have all equipment PAT tested, accidental damage cover and public liability insurance with a minimum of £1,000,000.

The Artiste (s) will not be intoxicated or take any illegal drugs prior or during a performance.

The Artiste is not employed by M&R Entertainment Agency Limited and is responsible for managing their own self assessment relating to Income Tax, Value Added Tax and National Insurance contributions.

## **Leaving The Agency / Band Break Up**

The Artiste(s) will be expected to fulfill any engagements taken through M&R Entertainment Agency Limited by booking contract and adhere to these terms and conditions