



— CONTRACT —

(ALSO KNOWN AS THE "ACT AS KNOWN" CONTRACT)



Approved 9/12/2002 & 30/06/2008 by Equity, The Agents' Association (GB) and The Variety and Light Entertainment Council.

Contract issued on:

Contract Ref. No:

Between:

The Hirer

Emergency Contact Number

Address:

.....

And:

The Artiste[s]

Emergency Contact Number

Address:

.....

Date[s] of Engagement[s]:

Total Fee: Payment Method:

Name and Type of Act:

Venue:

Telephone Number[s]

Address:

.....

Artiste to arrive by:

Equipment to be set and sound checked by:

On stage time[s]:

Duration of performance (number/length of spot[s]):

Musical backing supplied by:

PA provided by:

Additional Clauses:

I/we have read and agree the Clauses and Conditions, which form an integral part of this contract, detailed on the reverse side of this document

Signature:

For the Hirer

(An agent must NOT sign here without signed authority to do so)

NAME IN BLOCK CAPITALS:

Date:

Signature:

For the Artiste

(An agent must NOT sign here without signed authority to do so)

NAME IN BLOCK CAPITALS:

Date:

Contract issued by:

Acting in the capacity of an Employment Agent / Employment Business*

(Delete as appropriate)*

Cluses and Conditions

- 1) **The Artiste's** engagement under this contract is such that he/she would normally be treated as self-employed for National Insurance & Income Tax Purposes by reason of being engaged under a contract for services
- 2) **Force Majeure** - no salary shall be paid for days upon which the Artiste is unable to perform for any reason beyond the Hirer's control such as National Mourning, War, Fire, Strikes or Lock-outs directly affecting the venue, or the Order of the Licensing or any Public Authority having jurisdiction. In any such event notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
- 3) **Illness** - in the event of accident or illness preventing the Artiste from appearing, the Hirer shall be informed at the earliest possible opportunity and, if required by the Hirer, the Artiste must provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artiste's fee for any performance(s) in respect of which the Artiste is unable to perform. **The booking Agent shall make his best endeavours to assist the Hirer to find a replacement Artiste if so requested.**
- 4) **Disputes** - any dispute concerning an engagement under this contract may be referred to The Variety and Light Entertainment Council for arbitration. Attendance at the arbitration hearing is not obligatory on either party. A referral is still valid providing one of the parties is a member of a VLEC constituent organisation or registered with the VLEC. This does not preclude the right of either party to take legal proceedings.
- 5) **Infringements** - the Artiste shall not infringe any copyright, patent or other proprietary rights of any party and, in the event of infringement, shall indemnify the Hirer from and against all damages, liabilities and costs incurred by the Hirer in consequence thereof. If the Artiste's performance is contrary to the law or is objected to by any Licensing or other Public Authority, the contract in respect of which the objection is made may be cancelled by the Hirer unless the Artiste shall forthwith change his/her performance to remove the illegality or objections.
- 6) **Health & Safety** - the Hirer undertakes to provide a safe working environment. All those providing electrical equipment shall ensure that they hold the relevant safety documentation for the equipment they provide. **All signatories to this contract are advised to hold Public Liability Insurance. Equity and Musicians' Union members "in benefit" are covered by the respective group Public Liability Insurance policies.**
- 7) **Exclusive Contract** - The Artiste warrants that, at the time of signing this contract, he/she is not under contract to any third party that might preclude him/her from fulfilling the engagement(s) and that he/she will not subsequently enter into any such contract.
- 8) **Recording & Broadcasting** - The Artiste is not obliged under this contract to take part in any audio/visual broadcast or recording in any media from the Venue whether or not during a normal performance and, if the Artiste agrees to any such broadcast or recording, he/she will be free to negotiate a separate fee. Audio/visual recording by the Hirer shall be prohibited unless express consent is given by the Artiste. The Hirer will use his/her best endeavours to ensure that members of the audience act similarly.
- 9) **Prohibition of act by payment of full contractual fee** - provided that the Hirer pays the Artiste his/her full contractual fee subject to the Artiste duly rendering services or being ready, willing and able to do so, the Hirer may, without giving any reason, prohibit the whole or part of the Artiste's performance.
- 10) **Loss of Property** - it is a condition of this contract that the Hirer is not responsible for loss of, nor damage to, the Artiste's property unless such loss or damage is caused by the Hirer or his/her servants or agents and/or the property is in the possession or control of the Hirer at the time of loss or damage.
- 11) **Agency** - in the event of this contract being made without the intervention of an Agent, the Hirer shall not charge, nor deduct any commission, and in the event of this contract being negotiated through an Agent, the Hirer may only deduct commission for the Agent on the written instruction of the Artiste.
- 12) **Children's Entertainers** - If a Children's Entertainer is engaged under this contract the Hirer shall ensure that an appropriate number of responsible adults is present at all times which shall be at least one in addition to the Artiste.

Corrections to any of the details on the signature side, or objections to the above terms of this contract, must be raised with the issuer immediately.

THIS CONTRACT IS TO BE SIGNED & RETURNED WITHIN 14 DAYS OF DATE OF ISSUE

The Agent for the Hirer or the Artiste has not entered into any separate agreement with either party save for the issue of the Commission Note or Statement by the Agent to the Artiste in relation to the engagement.

Member Organisations: Equity incorporating the VAF, The Musicians' Union, The Agents' Association (Great Britain), The Society of London Theatre, The Theatrical Management Association, The Association of Circus Proprietors of Great Britain, The Institute for Sport, Parks and Leisure, and Licensees Unite.