

THE VARIETY AND LIGHT ENTERTAINMENT COUNCIL

C O N S T I T U T I O N

Revised in November 1998

The Variety and Light Entertainment Council

Joint Secretary
(Managers and Agents)
54 Keyes House
Dolphin Square
London SW1V 3NA
Tel: 020 7834 0515
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Joint Secretary
(Artists)
Guild House
Upper St Martin's Lane
London WC2H 9EG
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CONSTITUTION OF THE VARIETY AND LIGHT ENTERTAINMENT COUNCIL (as revised in November 1998)

1. NAME

The name of the Council is "The Variety and Light Entertainment Council".

2. ADDRESS

The address of the Council is: Guild House, Upper St Martin's Lane, London WC2H 9EG.

3. OBJECTS AND POWERS

3.1 The objects and powers of the Council are to regulate the relations between managers of variety and allied entertainments (hereinafter called the Managers) and Agents and Artists and in particular:

- (a) To secure co-operation of all persons engaged in variety and allied entertainments for the safeguarding of their mutual interests.
- (b) To secure the recognition of mutual interests, and obligations; to discover ways and means of settling any differences that may arise; and generally to seek to bring into harmony the differing points of view.
- (c) To establish and maintain the performance and observance of standard forms of contract and engagements approved by the Council.
- (d) To take all such action as may properly come within the scope of any of the foregoing and for the better fulfilment thereof.

4. MEMBERSHIP

4.1 The Council shall at any time have full power to admit to membership of the Council any association or trade union of Managers, Agents or Artists whose members are engaged in Variety and Light Entertainment in the United Kingdom.

4.2 As at the date of the revised constitution the following organisations are members of the Council:

The Association of Circus Proprietors of Great Britain

The Agents' Association (Great Britain)

Institute for Sport, Parks and Leisure

Licensees Unite

The Society of London Theatre

The Theatrical Management Association

Equity

The Musicians' Union

The expression "member organisations" hereinafter contained shall mean and include the organisations mentioned above and such other organisations as may be admitted to membership of the Council under Clause 4.1 hereof and the expression "management and agent associations" hereinafter contained shall mean the member organisations excluding Equity.

5. EXECUTIVE ACTION

The objects and powers of the Council shall be carried out as follows:

- (a) Representatives shall from time to time be appointed by the member organisations.
- (b) The Officers of the Council shall consist of two Joint Secretaries, one appointed jointly by the Management and Agent Associations and the other by Equity.
- (c) The quorum for Council meetings shall be not less than two representatives from Equity and two from the Management and Agent Associations jointly together with the Joint Secretaries (or their deputies) and the Chairman as described below.

- (d) The Chairman to preside over meetings shall rotate between Equity and the Management and Agent Associations from meeting to meeting and shall be appointed respectively by them.
- (e) The Council may delegate special powers to any committee that it appoints. It shall also have power to appoint from time to time, committees for special purposes. The reports of all such committees shall be submitted to the Council for confirmation at its next succeeding meeting except where special powers delegated to any such committee provide otherwise.
- (f) The Council shall have power to appoint to committees or to allow committees to co-opt such persons with special knowledge not being members of the Council, as may serve the special purposes of the Council, provided always that any person so appointed or co-opted shall serve only in a consultative capacity and have no voting rights.
- (g) The member organisations shall strictly observe the constitution of the Council and ensure such observation by their members and shall not take action which may be prejudicial to its interests or objects.

6. MEETINGS OF THE COUNCIL

- 6.1 Meetings of the Council shall be held as often as may be necessary to consider (inter alia) such matters as may be referred to the Council under the Council's standard contracts and applications under Appendix 1 and Appendix 3 hereto. Matters to be discussed shall be included on the notices sent out giving time, date and place of meetings.
- 6.2 One side of the Council shall consist of the representatives of Equity and the other side (hereinafter called the Management side) shall consist of representatives of the Management and Agent Associations. The Management side shall reach its decision in the following manner: each management and agent organisation shall record its decision by a majority vote of those present and each management and agent organisation shall have one vote. The vote of the Management side shall be constituted by the majority vote of management and agent organisations recorded as aforesaid. In the event of a management and agent organisation not being able to reach a decision, its vote shall not be recorded. Equity shall reach a decision by a majority vote of its representatives present. No resolution shall be carried unless it has been approved by both sides of the Council.

7 FINANCE

- 7.1 The expenses of the Council shall be met by the member organisations to the extent necessary as to one half by Equity and the other half by the Management and Agent Associations in equal shares and, for such purpose, the Council shall be entitled to levy a subscription from all member organisations.

- 7.2 Member organisations shall submit at 31st December of each year, such expenses authorised by the Council that they have incurred in regard to the discharge of the Council's functions. The Joint Secretaries shall then prepare a statement of Accounts to the Council made up to the 31st December each year.
- 7.3 The Joint Secretaries shall keep such books as may be necessary. All minute books and accounts shall be open for inspection at any time during business hours by members of the Council.
- 7.4 Any banking account of the Council shall be kept at such bank as the Council may, from time to time, determine.
- 7.5 The Council shall appoint an auditor and the audited accounts of the Council together with the auditor's report thereof shall be submitted to each member organisation and thereafter to a meeting of the Council which shall be held as soon as practical after the completion of the audit.

8 REGISTRATION OF MANAGERS, AGENTS AND MAKING OF ENGAGEMENTS

- 8.1 The Council shall institute and maintain a register of approved managers, agents and artists, provided that the list of members maintained by the member organisations shall constitute such a register for this purpose. Registered managers, agents and artists undertake to make engagements only in accordance with the terms and conditions of employment approved by the Council.
- 8.2 Managers, agents and artists shall be registered by the Council in accordance with the Regulations as set out in Appendix 1 hereto. A copy of the registration form is set out in Appendix 2 hereto.
- 8.3 The Council shall have the right, subject to Clause 9 hereof, to refuse, suspend or cancel the registration of any manager, agent or artist, always provided that no resolution for such refusal, suspension or cancellation shall be deemed carried unless each member organisation as represented at the meeting convened to discuss the matter unanimously so decides.
- 8.4 All members of the member organisations and of the Musicians' Union shall be deemed to be registered with the Council as from the date of this revised constitution. Such other managers, agents and artists as may thereafter be approved by the Council in accordance with the said Regulations shall also be registered.
- 8.5 It shall be a condition of all engagements that at the time the engagement is due to be performed all managers, agents and artists who are parties to or signatories of the contract of engagement are registered as approved by the Council and the contract of engagement is in accordance with the standard form of contract for the time being in force as approved by the Council.

- 8.6 A manager shall have the right to select his own artists and to be the sole judge of artists' suitability for the manager's particular requirements at the time of the engagement.
- 8.7 (a) If any question shall arise as to the registration or approval of an artist or as to the conditions of his/her contract, it shall forthwith be referred to the Council for decision and such decision shall be binding and final on all persons concerned.
- (b) This Clause shall not prevent member organisations from taking in an emergency such reasonable action as may be necessary to try to prevent defaults to their members subject to its referring the matter to an emergency meeting of the Council (consisting of the Joint Secretaries or their deputies and one representative of the Management and Agent Associations and one representative of Equity) for decision within 48 hours (excluding Saturdays and Sundays and public holidays).

9. FINES AND SUSPENSION OR CANCELLATION OF REGISTRATION

- 9.1 If on the application of any of the member organisations a manager, agent or artist be proved to the satisfaction of the Council at a duly constituted meeting thereof:

Either,

- (a) To have acted in a manner detrimental to the interests of the Council.

Or

- (b) To have issued contracts that contravene the standard contracts approved by the Council.

Or

- (c) To have failed to implement a decision of the Council in respect of a case put before the Council:

Then such manager, agent or artist may be fined and/or his/her registration may be suspended or cancelled or the Council may require a deposit to be lodged for a period of up to one year provided that:

- (i) The manager, agent or artist shall have 14 days' notice in writing prior to the hearing of the Council of the nature of the alleged offence, and shall have the right to attend and/or be represented at the hearing.
- (ii) No deposit required by the Council shall exceed, in the case of a manager, a sum equivalent to the fees payable to artists by such manager or any company of which he is in effective control in any

fortnight and, in the case of an agent or artist, the sum of £1,000 (except that such limitations to deposits shall not apply in respect of the provision of overseas artists).

- 9.2 Where the Council makes an order imposing a fine and/or for the suspension or cancellation of the registration of a manager, agent or artist, the terms of the order shall be confirmed in writing and accompanied by a written notice informing the person concerned of his/her right to appeal against such fine and/or suspension or cancellation, provided that notice of appeal is lodged with the Joint Secretaries within 21 days of receipt of the Council's decision. Such appeal shall be heard by the Council.

10. DISPUTES

Any dispute concerning an engagement under a Contract approved by the Council will be subject to the procedures set out in Appendix 3.

- N.B.* A copy of the claim form in connection with disputes arising from VLEC approved Contracts is set out in Appendix 4 hereto.

11. AMENDMENT OF RULES

The Council shall have power from time to time, to amend or add to the Constitution as may be necessary but no amendment or addition shall become operative unless and until sanctioned by resolution carried in accordance with 6.2 hereof at a meeting of which not less than 14 days' notice in writing has been duly given, specifying the intention to propose any such resolution.

12. DISSOLUTION OF THE COUNCIL

The Council shall not be dissolved except by a special resolution passed by two-thirds majority of the member organisations, and of which not less than one month's notice in writing shall have been given specifying the intention to propose a special resolution for dissolution. Any funds belonging to the Council at dissolution shall be distributed to the member organisations in the proportions set out in 7.1. Nonetheless, any organisation may withdraw from membership upon the expiry of three months' notice in writing to the Joint Secretaries.

Appendix 1

REGULATIONS REFERRED TO IN CLAUSE 8.2 OF THE VLEC CONSTITUTION

1. APPLICATION FOR REGISTRATION BY MANAGERS AND AGENTS

- (a) Any application for registration shall be made on the appropriate form prescribed by the Council and the manager or agent shall pay such registration fee as may from time to time, be decided by the Council.
- (b) If any manager or agent (or any company of which he/she had some measure of control) has not been engaged in the entertainment business as a manager, or agent for a period of at least two years prior to his/her application for registration, the Council may require him/her to lodge a deposit not exceeding (in the case of managers) a sum equivalent to the fees payable to artists by the manager or any company of which he/she is in effective control in any fortnight and, in the case of an agent, a sum not exceeding £1,000.
- (c) If the Council finds that any manager or agent (or any company of which he/she had or has some measure of control) has outstanding debts incurred in the course of activities in the entertainment business to any manager, agent or artist, or has acted in a manner detrimental to the interests of the Council or the profession, the Council may either decide that such manager or agent shall not be registered or may require such manager or agent to lodge a deposit not exceeding the amount described in (b) above.

If the decision of the Council is that the manager or agent shall not be registered or that such manager or agent shall be required to place a deposit, the Joint Secretaries shall inform the manager or agent, giving the Council's reasons for its decision, and the manager or agent shall have the right to appeal against such decision provided that notice of such appeal is lodged with the Joint Secretaries within 21 days of the Council's decision. The manager or agent shall have the right to appeal in person or be represented at such appeal.

2. REGISTRATION OF ARTISTS

Subject to Clause 8.4 all artists who are members of Equity (unless otherwise agreed by Equity) shall be deemed to be registered and shall (subject to Clause 8.3) remain registered so long as they are members of Equity.

Appendix 2

VARIETY AND LIGHT ENTERTAINMENT COUNCIL

FOR OFFICE USE ONLY	
Date Received _____	Registration Number _____
Amount _____	

Application for Registration

The following information is for the private use of the Council and will be treated as confidential.

----- PLEASE PRINT OR TYPE THE DETAIL REQUIRED -----

Full name of the applicant: _____

Trading as (Name of Company or Firm) _____

for registration as an approved: Manager []* Agent []* Promoter []*
**Tick as applicable*

Full postal address of the applicant: _____

Postcode _____ Telephone _____ Fax _____

Does the applicant propose to operate via a Limited Company? (Yes/No) _____
(If so, please give the following detail)

a) The name of the Limited Company

b) The address of the Registered Office

c) The names of the Directors

Does the applicant operate under the terms of:

a) The Theatre Act, 1968

b) Any other applicable Act (*if so, please give relevant details*)

If the applicant is seeking registration **as a Promoter**, in which of the following areas does the applicant intend to specialise?

Indoor Concerts []* Outdoor Festivals []* Other (*please state*) []*
**Tick as appropriate*

For how long has the applicant, or any company of which he/she is or has been in effective control, operated as an agency or an employer of artists? _____

Please state:

a) The name and address of your Bankers (please also **advise your bank** that the VLEC will be taking up your bank references) _____

b) The name and address of a person in the entertainment industry from whom a reference can be obtained _____

I enclose herewith the Registration Fee of £200.00*

Signature of Applicant _____

Date _____

**The Registration Fee will be returnable should the application prove to be unsuccessful.*

NB: The Council reserves the right to refuse registration or to make the granting of registration subject to such conditions as it may decide in accordance with the Constitution.

Any person, company or organisation seeking VLEC Registration may be required to place a security deposit with the VLEC, in circumstances where the Joint Secretaries of the VLEC deem such action to be warranted.

All communications with regard to the application should be addressed to:

Variety and Light Entertainment Council
54 Keyes House
Dolphin Square
London SW1V 3NA

Tel: 020 7834 0515

Appendix 3

PROCEDURE FOR THE HEARING OF DISPUTES

The Variety and Light Entertainment Council consists of the organisations listed in Clause 4.2 of the Constitution.

1. Any dispute concerning an engagement under a Contract approved by the VLEC may be referred by either party to the VLEC whose decision shall be binding on the parties, even in the event of either party not exercising his/her right to be present at the Hearing pursuant to clause 4(a) below.

This shall apply if either both parties or only one party to the dispute is/are members of a VLEC constituent organisation, or if neither party is a member of a VLEC constituent organisation but one is registered with the VLEC.

2. The dispute shall be referred to a Panel of four members (respectively selected by the Joint Secretaries) comprising two representatives of the Management and Agent Associations (one of whom shall, if applicable, be a member of the same Association as the Claimant or Defendant) and two Equity representatives. In addition, the Panel shall be chaired by a non-voting Chairman, alternating from meeting to meeting between the representatives of the Management and Equity sides. The Joint Secretaries (or their deputies) shall also be present in a non-voting capacity.

3. **Pre Hearing Notification**

The Claimant shall complete and return to the appropriate Joint Secretary a copy of the claim form (provided that the absence of or an irregularity in the claim form may be waived at the Panel's discretion) and the Defendant shall respond thereto in accordance with such form.

4. **Procedure**

The Panel shall have complete discretion and control over the procedure at the Hearing subject to the following provisions:

- (a) The parties shall have the right to present and to conduct their cases in person, or through a representative of British Equity or of one of the Management or Agent Associations, or through a lawyer or other professional advisor.
- (b) The Panel shall have the right, through the Chairman, to put questions to any person present at any stage of the Hearing.
- (c) The parties shall, in accordance with Clause 3 above, let each other and the Joint Secretaries know in advance of the Hearing the names of any witnesses they intend to call. The Panel shall decide at the beginning of the Hearing whether witnesses may remain throughout the Hearing.

- (d) The Claimant shall present his/her case first and may then be asked questions by the Defendant and the Panel. He/she shall then call his/her witnesses who will testify and who may be questioned by the Defendant and the Panel.
- (e) The Defendant shall then present his/her case and may be asked questions by the Claimant and the Panel. He/she shall then call his/her witnesses who will testify and who may be questioned by the Claimant and the Panel.
- (f) The Chairman shall, on the recommendation of the Panel, call or permit to be called any other person as a witness, notwithstanding that he/she has not been named by either party before the Hearing. Any such witness may be questioned by the Claimant, the Defendant and the Panel.
- (g) Closing speeches may be made by the Claimant and then by the Defendant if they wish. Thereafter all persons other than the Panel and the Joint Secretaries shall withdraw.
- (h) The Panel may recall both parties subject to their availability and may call such other persons as it determines, but (save where any absent party consents) shall hear such persons only in the presence of both parties.
- (i) The Joint Secretaries shall be entitled (subject to the Chairman's permission) to put questions to any persons and/or to the parties or witnesses and shall give such advice as the Chairman and/or the other members of the Panel may require in connection with the foregoing procedure.
- (j) No alternate or substitute for the Chairman and/or Panel shall be permitted at the meeting or at any adjourned meeting.

5. Voting

- (a) Neither the Chairman nor the Joint Secretaries shall vote. The Chairman shall have no casting vote.
- (b) Each of the sides constituted by the Management and Equity representatives shall cast one vote.

6. Decisions

- (a) A claim shall not succeed unless both sides of the Panel vote in its favour.
- (b) The Panel may take such action or reach such decision as in its discretion it shall deem proper including making financial awards and the cancellation, suspension, or refusal of the registration of a Manager or Artist.
- (c) When making a financial award the Panel shall prescribe when such an award is payable and the consequence of non-payment.

Appendix 4

**Variety and Light Entertainment Council
CLAIMS BY ARTISTS, VENUES, AGENTS OR MANAGERS**

Date _____

1. Names of parties (a) Claimant: _____
(b) Defendant: _____

2. Statement of Claim with Amount thereof: _____

3. Name of Contract used: _____

4. Relevant details of Contract:

(i) Date of Contract: _____ (ii) Date Engagement commenced: _____

(iii) Duration of Contract: _____ (iv) Fee: _____

(iv) Summary of other relevant details: _____

5 (a) Does the Defendant agree the details set out under 4 above: YES/NO (delete as applicable)

(b) If not, please give details: _____

6. Defendant's reply to claim _____

7. Names of Witnesses to be called by:

(a) CLAIMANT

(b) DEFENDANT

Notes

1. A copy of this form completed and signed by the Claimant must be submitted to the Joint Secretaries, addresses below before a Meeting of the Council can be arranged. The Joint Secretaries will send the form to the Defendant for completion and return. The Joint Secretaries will then send a copy of the Defendant's response to the Claimant.

2. The Parties will send the Joint Secretaries copies of documentation on which they rely for the presentation of their case. These shall be sent at least 14 days in advance of the hearing in order to be circulated to the panel.

CLAIMANT

DEFENDANT

Signature _____

Signature _____

Date _____

Date _____

Joint Secretaries:
(Artists) Equity, Guild House, Upper St Martin's Lane, London WC2H 9EG
(Managers and Agents) The Agents' Association, 54 Keyes House, Dolphin Square, London SW1V 3NA