

Agency Terms and Conditions

Definitions

- "the Contract" - this booking confirmation
- "the Agent" - Torchlight Entertainment Agency
- "the Client" - the client named on the contract
- "the Artiste" - the artiste named on the contract
- "the Engagement" - the performance engagement detailed on the contract

Authorisation

1. This Contract represents written confirmation of a prior verbal agreement and no signatures are required to bring it into force.
2. The Agent acts as an Employment Agency for the purpose of this Contract.
3. Whilst every reasonable safeguard is assured, the Agent is not responsible for non-fulfilment of the Contract by either party.
4. The Client and the Artiste warrant that no previous contract exists that may prevent this Contract from being fulfilled, and that no future contract will be entered into from the date of this Contract.

Your Right To Cancel Within 7 Days

1. Immediately upon receipt of the Contract, each party must read the terms and conditions contained herein. If either party does not want to be bound by the terms and conditions of the Contract or has any doubts, he must notify the Agent in writing, by Recorded Delivery, within 7 days from the date of issue to request that the Contract be revoked.
2. The Contract cannot be rescinded when it has been verbally agreed by all parties within the 10 day period prior to the engagement date.

Legal Requirements

1. All parties are required to hold valid Public Liability Insurance covering the Engagement date and hold current electrical safety (PAT) testing documentation where applicable. Artistes are advised to carry comprehensive insurance cover for equipment, props and other valuable items.
2. The Artiste shall not infringe any copyright, patent or other proprietary rights of any party and, in the event of infringement, shall indemnify the Agent from and against all damages, liabilities and costs incurred in the consequence thereof. If the Artiste's performance is contrary to law or is objected to by any licensing or other public authority, the Contract may be cancelled by the Agent unless the Artiste shall forthwith change his performance to remove the illegality or objections.
3. The Client shall not be required to pay the Artiste for any engagement where the Artiste is unable to perform by reason of any cause beyond the Client's control such as National Mourning, War, Fire, Acts of Terrorism, Strikes or Lock-Outs directly affecting the venue, or the by Order of the Licensing or any Public Authority having jurisdiction. In any such event, notice must be given to the Artiste immediately, failing which the Client must pay reasonable expenses.
4. The Artiste warrants that it is a business and as such attends to its own Tax and National Insurance. The Artiste will indemnify the Agent against any and all Tax or National Insurance claims against it as a result of any failure by the Artiste in the administration of its financial affairs.

Terms of Engagement

1. The Contract is subject to the terms of engagement detailed overleaf, including any additional clauses. Failure of the Artiste to adhere to the terms detailed therein constitutes a breach of contract and may result in claims for damages by the Client.
2. The Artiste offers an assurance that he and all supporting Artistes, technical crew and other associates, will conduct themselves in a responsible and professional manner at all times, with due regard to venue rules and regulations.
3. The Client agrees not to approach the Artiste directly to engage for further bookings. All future bookings are to be made via the Agent for a period of 12 months from the date of engagement. Commission on such booking is to be payable at the current rate.
4. The Artiste agrees and accepts that it is their sole responsibility to pay the Agent the commission fee within 7 days of the date of the Engagement, by an accepted means of payment. Should the Artiste fail to do so, a charge of £5.00 may be levied upon them and repeat every additional 14 days that the account remains unpaid.
5. The Agent is hereby authorised to accept a deposit up to 100% of the total fee on behalf of the Artiste and to retain an amount of such deposit equal to that of the commission fee and/or retain the whole of such deposit as payment or part payment of any outstanding commission fees and/or overdue accounts.

Cancellation

1. Should the Contract need to be cancelled by the Client, the following conditions apply:
 - (a) written notification must be received by the Agent less than 28 days prior to the performance and 50% of the fee paid, or
 - (b) written notification must be received by the Agent less than 14 days prior to the performance and 100% of the fee paid.
2. Provided that the Client pays to the Artiste his full salary detailed in the Contract, subject to his duly rendering services or being ready, willing and able to do so, the Client may, without giving any reason, prohibit the whole or part of the Artiste's performance or exclude the Artiste from any or all performances, as he sees fit.

Failure To Perform

1. In the event of the Artiste's illness the following provisions shall prevail. The word "illness" shall mean and include any bodily or mental infirmity. If the Artiste is unable to perform through illness, the Artiste shall notify the Agent immediately and shall send a medical certificate to the Agent within 7 days setting forth the nature of the illness.
The Artiste shall, if required by the Client, submit to examination by a fully qualified medical practitioner nominated by the Client, with the costs of such an examination being borne by the Client.
2. If the Artiste fails to perform at the Engagement, except through illness (certified as above) or accident beyond the Artiste's control, the Client shall not be obliged to pay the Artiste's salary in respect of the Engagement.

Artiste Provisions

1. The Client is to provide a suitable performing area. Unless otherwise agreed, the Client must provide an electrical supply meeting or exceeding British Standards within five metres of the performance area, where electrical equipment is to be used as part of a performance.
2. Where the Artiste is expected to wear stage clothing or costumes, the hirer must provide suitable dressing room facilities, toilets are not acceptable.
3. The Client is responsible for providing adequate supervision and/or security at all times. In the event of unruly or threatening behaviour from any individual, the Artiste is entitled to cease the performance and still be paid in full.