

**Terms of Business
With third party Hirers.**

2011

We, International Circus Stardust Entertainment trade as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as detailed in Statutory Instrument 2003 No. 3319).

Terms of Business in relation to contractual arrangements and engagements for your services within the entertainment industry (Engagements) with third party Hirers.

1. You have made yourself known to us and have provided/undertake to provide the personal details and proof of identity requested by us to enable us, with your agreement, to introduce, negotiate and secure Engagements on your behalf as appropriate to your talent, capabilities and qualifications. When an Engagement has been negotiated and accepted by both you and the Hirer, a contract, whether verbal or written, then exists. We will issue or arrange the issue of appropriate documentation confirming specific details for each Engagement negotiated on your behalf.
2. We will be entitled to the Commission (set out below) for introducing and/or negotiating such Engagement(s) mentioned above. Commission will be due to us on all Engagements introduced and/or negotiated by us on your behalf. *You should note that if you do not honour any Engagement(s) already accepted by you and your failure to honour such Engagement causes losses and/or a loss of revenue to this Agency, we reserve the right to charge you up to double the below mentioned commission rate, per engagement, on any following engagement(s) you undertake through this agency so that we can recover our losses.* This will apply unless a failure to perform is caused by reason of cancellation by the Hirer (where our commission will be levied only on any damages or compensation you receive), certified illness or accident affecting you or where a contract is "frustrated"; e.g. by "Force Majeure". In the case of illness, you will be expected to provide us with a Medical Certificate within seven days of notifying your cancellation.

You should also note that if you cancel an engagement without adequate reason as detailed above, you may leave yourself open to a claim from, or action by, the Hirer for any loss or damage suffered by such Hirer as a consequence of your cancellation. In such cases, proven damages are not limited to the value of the contract and could be extremely onerous under certain circumstances.

3. We will charge you a commission of 10 % plus VAT (where applicable) (**Commission**) on any and all fees (including advances, deposits guarantees, repeat fees and overages) (**Fee**) payable on any and all Engagements introduced, negotiated or secured by us and accepted by you. We will invoice you for all commissions and/or charges becoming due to us.
4. You will pay Commission on any Fee paid or payable to you for any renewals and/or extensions of any Engagement made on your behalf and on any re-engagement made with any Hirer at any Venue previously introduced, negotiated and/or secured by us where such a renewal/extension/re-engagement is agreed by you or on your behalf at any time prior to twelve (12) months after completion by you of the last of any such Engagements.
5. On all Engagements you undertake where payment of the fee is made directly to you, or to any third party on your behalf, by the Hirer or the Hirer's agent, Commission is payable to us on such Fee, within 14 days of such Engagement and on presentation of our invoice, whichever is the later.
6. If your account falls more than 28 days overdue then we will be entitled to add interest on a daily basis equivalent to an annual rate of 2% over Bank of England base rate.
7. You hereby grant us the necessary permission to collect Fees and other monies due to you including (but not limited to) expenses, royalties, repeat fees etc on your behalf in relation to any Engagement that we have introduced to, negotiated and/or sourced for, you.
8. On any Engagement you undertake where payment is made to us then we agree to receive and handle the Fees and any other monies payable to you through our client account. We will pay you any Fees and other such monies received within ten days of our receipt of cleared funds, except that you hereby authorise us to deduct: (1) any Commission payable on the Fees in relation to that Engagement; (2) any Commission on any Fees in relation to any other Engagement(s) arranged by us for you where that Commission remains unpaid; and (3) any other monies also properly due to us including (but not limited to) part or all of any recoupable advances made (see 9. below), monies disbursed for you, and/or spent by us on your behalf, for your travel and/or accommodation and/or any other purposes where such expenditure is legitimately due to be met by you under the terms of the applicable contract(s).
9. Any payment made to you by us prior to our receipt of Fees from the Hirer for any Engagement shall be at our discretion and be deemed to be in the form of a recoupable advance on Fees repayable immediately on demand if the Fees are not forthcoming from the Hirer. You hereby give us permission to reimburse ourselves for any such recoupable advance(s) made from any Fees or other monies we collect on your behalf at any time.
10. In the event that we have already charged you (or deducted) Commission on an Engagement where it transpires that the Fees are not met in full, then we will rebate our Commission (or issue a credit note) on that portion of your Fees that you did not receive through default on the part of the Hirer.
11. It is not our responsibility to recover overdue unpaid monies from any Hirer. Any costs we incur over and above the normal cost of collecting monies from a Hirer (for example because of stopped or re-presented cheques) will be chargeable to you. Any other costs (for example Solicitors fees, Small Claims Court charges etc) that we reasonably incur in the collection of monies from a Hirer shall only be incurred and charged to you with your prior agreement.
12. We will keep details of financial transactions made on your behalf for 6 years and details of contracts, confirmations and/or letters of agreement for work negotiated on your behalf for 1 year after the relevant Engagement. Such records may be in written or electronic form.
13. We will be required to provide some of the personal information that you provide to us to each potential Hirer. This may include (but is not limited to) your real name, address and telephone number and, where applicable, qualifications. Aside from this, we will keep

the personal information you provide us on file and will use it only as necessary to secure work for you. We will not otherwise divulge such information to third parties without your express consent except where we are required to make any such disclosure to your professional body or are required to make such disclosure by law. You must be aware that if we receive any information about you that indicates that you may be unsuitable for any Engagement, we are under a legal obligation to notify the Hirer as soon as we become aware of that information and/or to investigate such information. You will on request provide us with such information and documents as we may require in order to enable us properly to investigate such information.

14. Please note that in seeking suitable work for you, we may offer your services to other agencies and, where appropriate, will authorise such agencies to collect your Fee from Hirers and pay them via our Agency. Where we 'sub contract' our services, we will endeavour to ensure that the second agency is 'suitable' (as defined by regulations) and we may provide such second agency with such personal details as are required to secure the work in question. See 13. above.
15. Please note that, in seeking suitable work for you, we may wish to include your likeness and/or biographical detail in printed brochures and/or on our website and/or on other websites where we maintain a presence. In accepting these terms of business you hereby authorise us to do so and further recognise and agree that, in the event that this agreement is terminated as detailed in clause 20. below it may not be possible for us to delete your entry on a website immediately although we will endeavour to do so at the first reasonable, commercially viable, opportunity. Under no circumstances will you be entitled to prevent us from continuing to distribute any stocks of printed matter already containing your image or detail except for any that contain only your likeness and/or detail unless it/they are in support of an engagement already accepted by you.
16. In the event that an Engagement negotiated and confirmed for you is cancelled by a Hirer, you may have grounds for claiming compensation from such Hirer - subject to the legal requirements that you use your best endeavours to mitigate any potential loss. You should note that we act only as your Agents in securing Engagements for you and are not a party to the agreement for any Engagement. Therefore, in the event that you wish to take action to secure compensation, it will be up to you to proceed directly against the Hirer. We will assist in such claim(s) as is reasonably necessary and will provide you with copies of any notes or documentation that we hold relevant to the cancelled Engagement. You should also note that Commission (as detailed in above) will be payable to us on any compensation, net of costs, that you secure in such action.
17. We will use our best endeavours to obtain, and make you aware of, any relevant information and/or issues relating to health & safety and any legal requirements you must comply with in any Engagements we negotiate for you. You, in turn, undertake to keep us fully informed of any aspects of, or changes to, your act or presentation which may have health & safety (or other risk) implications of which we should inform potential Hirers.
18. It is your responsibility to ensure that your equipment (where applicable) is maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified. It is also your responsibility to arrange and keep current the appropriate music Licence(s) if you are either playing records or are using music copied to other media for public performances.
19. It is your responsibility to arrange, and keep current, suitable Public Liability insurance. We recommend that this cover should be in the sum of not less than £5,000,000.
20. Our appointment under these terms of business is non-exclusive and you will be entitled to appoint other agents on your behalf. We do not give you any guarantees as to the level of work or number of Engagements that we will introduce to you. You can terminate our appointment by giving us no less than 30 days notice in writing of your intention to do so. We can terminate our appointment by giving you no less than 30 days notice of our intention to stop acting for you. In the event that our appointment is terminated for whatever reason, you will still be required to pay us the Commission as set out above and you will still be required to carry out, and pay us Commission on, all contracts and engagements arranged by us and accepted by you during the time this agreement was current. You should note that, whilst you can terminate our right to seek or offer work to you, any such termination by you (or us) does NOT entitle you to consider any contracts already arranged by us and accepted by you up to the time of termination as being cancelled. Please see again clause 2, paragraph 2 above.

In the event that we have between us, already in existence, and/or later agree, any sort of exclusive, and/or sole representation and/or management agreement which contains different terms of obligation and/or of notice or termination from those detailed in the preceding paragraph then the preceding paragraph shall not and/or shall no longer apply and, specifically, the 30 day notice detailed shall not apply.

21. If any Engagement requires you to work with any persons under the age of 18, you will, on request, provide us with such additional information as we require to ensure that you are suitable for that position.
22. If any provision of this agreement should be held invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.
23. These terms may only be issued by an agency based in and operating from the United Kingdom. This agreement shall be construed in accordance with the laws of the country in the UK where the agency issuing these terms is based and shall be subject to the exclusive jurisdiction of the courts of that country.

By ticking the accept box this is your way of acknowledgement of its Terms of Business. PLEASE NOTE however, that if we introduce and/or negotiate and you accept Engagements from us, then these are the Terms of Business which will apply to our trading together whether or not you have signed and returned a copy of this letter.