

IDOMUSIC LIMITED

TERMS OF ENGAGEMENT



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TERMS OF ENGAGEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, the following expressions shall have the following meanings unless inconsistent with the context:

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| "Agent" | Idomusic Limited incorporated and registered in England with company number 7241690 and whose registered office address is at The Grange House, Stobhill, Morpeth, NE61 6JZ; |
| "Booking" | a booking made by the Client for the performance of the Artist at the Client's Event; |
| "Client" | the person who makes the Booking; |
| "Confidential Information" | all information in respect of the business and financing of the Agent including any ideas, business methods, finances, prices, business, financial, marketing, development, customer lists or details, employee data, computer systems and software, know-how and other matters consecutive with the products or services marketed, provided or obtained by the Agent and information concerning the Agent's relationships with actual or potential customers and the needs and requirements of such persons, whether in oral, documentary, electronic or other forms; |
| "Deposit" | the deposit paid by the Client when making a Booking calculated in accordance with Clause 7.1 ; |
| "Event" | weddings, wedding receptions or similar; |
| "Fees" | the booking fees to be paid by the Client to the Artist; and |
| "Force Majeure Event" | any acts, events, omissions or accidents beyond the person's reasonable control including (but not limited to) acts of God (including fire, flood, windstorm or other natural disaster), war, threat of or preparation for war, armed conflict, terrorist attack, civil war, civil commotion or riots, |

nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, explosion, loss at sea, illness certified by a doctor's note, extreme adverse weather conditions, collapse of building structures, failure of plant machinery, computers or vehicles, any labour dispute, non-performance by suppliers or sub-contractors and interruption or failure of utility service.

1.2 In these terms, unless otherwise specified:

1.2.1 references to **Clauses** and **Schedules** are to clauses of and schedules to these terms and references to "these terms" shall be taken to refer to these terms and all schedules to it; and

1.2.2 references to any gender shall include all genders and references to the singular shall include the plural and vice versa and references to "persons" shall include individuals, bodies corporate, unincorporated associations, professions, businesses and partnerships.

1.3 The headings in these terms are inserted only for convenience and shall not affect its construction.

1.4 References to any statute or any statutory provision will be construed as references to the statute or statutory provision as in force at the date of these terms and as subsequently re-enacted or consolidated.

2. **APPOINTMENT**

The Artist hereby appoints the Agent as its booking agent in accordance with **Clause 3** and the Agent accepts the appointment on these terms.

3. **AGENT'S OBLIGATIONS**

3.1 The Agent agrees to:

3.1.1 promote and market the Artist as a performer at Events on its website; and

3.1.2 notify the Artist as soon as practicable of any Bookings.

3.2 The Agent agrees to perform the services set out in **Clause 3.1**:

3.2.1 with all reasonable care, skill and attention; and

3.2.2 in an efficient and professional manner.

- 3.3 In the event that a Client makes a complaint in respect of the Artist or the Booking, the Agent shall refer the complaint to the Artist for such investigation and action as the Artist may determine necessary.
- 3.4 Where the Agent is required to investigate a complaint made by a Client, the Artist shall reimburse the Agent's reasonable fees for time and travel incurred as a consequence of the investigation.

4. THE ARTIST'S OBLIGATIONS

- 4.1 The Artist shall:
- 4.1.1 provide the Agent with all information relating to the Artist, the Artist's contact details, the Artist's performance details, the Artist's performance schedule, the Artist's equipment and instruments and all other information which the Agent may reasonably request from time to time;
 - 4.1.2 provide the Agent with details of any period of time during which the Artist will not be available for Bookings as soon as the Artist becomes aware of such unavailability or the possibility of such unavailability;
 - 4.1.3 on or as soon as practicable (and in any event within 12 hours) after receiving an enquiry from the Agent as to the Artist's availability for an Event, provide the Agent with written confirmation of availability or lack of availability (as appropriate);
 - 4.1.4 as soon as practicable after confirming availability for an Event, provide the Agent with the Artist's rider for the Event and any other information which is relevant to the Booking;
 - 4.1.5 immediately notify the Agent in writing of any change, alteration, modification, amendment or variation to:
 - (a) the scheduled performance including any change to equipment and/or instruments;
 - (b) the performers which make up the Artist;
 - (c) the Artist's rider supplied to the Agent in accordance with **Clause 4.1.4**; and
 - (d) any other information relayed to the Agent in respect of the Booking under **Clause 4.1.4**;
 - 4.1.6 ensure that the Agent has the correct mobile telephone number for the lead performer for the Artist and, where the Artist is made up of two or more performers, the correct mobile telephone number of at least one other performer;
 - 4.1.7 communicate regularly with the Agent, particularly when travelling to and from a booked Event; and

- 4.1.8 regularly and at the Agent's request update the performance diary provided by the Agent.
- 4.2 The Agent shall use the information provided by the Artist to advertise, market and promote the Artist in its marketing materials. It is the responsibility of the Artist to provide the Agent with the correct information.
- 4.3 The Agent shall be under no obligation to verify that the information provided by the Artist is correct. The Artist shall be liable for any direct or indirect loss caused to the Agent as a result of the information it provides being incorrect in any way.
- 4.4 The Artist undertakes to:
 - 4.4.1 carry out its duties and fully observe and comply with such directions or requirements as are consistent with these terms and the terms of its engagement with the Client;
 - 4.4.2 provide a performance that is to the best of its ability and which fully reflects the Artist's advertised performances as shown to the Agent and the Client by way of (without limitation) the Artist's recordings, promotional materials, profiles, pictures, videos and web page;
 - 4.4.3 be polite and courteous to the Client, the Client's guests and all venue staff and contractors;
 - 4.4.4 provide all the equipment required to undertake to booked performance, unless the Client has agreed to source the equipment itself or from a third party supplier;
 - 4.4.5 refrain from excessive drinking before, during and after the performance and any illegal drug use or other activity which might affect the Artist's performance or behaviour in any way;
 - 4.4.6 refrain from smoking or parking any vehicle in any restricted area or as requested by the venue or the Client;
 - 4.4.7 refrain from engaging in any conduct which may be deemed to be anti-social, illegal, threatening, aggressive or which reflects or is likely to reflect badly upon the Artist, the Agent, the venue and/or the Client;
 - 4.4.8 refrain from doing or permitting any acts or performance which will or may involve any risk, damage or injury to the public or to the performance venue, its fixtures, fittings and contents; and
 - 4.4.9 be suitably and tidily dressed during their performance except with the express written consent of the Client or where wearing certain attire is deemed to be a necessary element of its act.
- 4.5 The Artist is not employed by the Agent and is responsible for its own accounting and payment of income tax, value added tax and National Insurance contributions or similar.

- 4.6 It is the Artist's responsibility to ensure that any equipment and/or instruments are in good and safe working order and to obtain all necessary insurance protection for any such equipment and/or instruments.
- 4.7 The Artist agrees to:
- 4.7.1 act in good faith towards the Agent;
 - 4.7.2 provide such support and assistance to the Agent in the marketing and promotion of the Artist as the Agent may reasonably require; and
 - 4.7.3 comply fully with all applicable legislation, rules and regulations relating to the Booking.
- 4.8 The Artist grants the Agency the right to use and reproduce (and to authorise others to do likewise) photographs and reproductions of its physical likeness and recordings of its performances and its name(s) and biography for and in connection with the advertising and publicising of the Artist for Events in such manner and such media and for any other purpose which the Agency may reasonably require.
- 4.9 The Agent shall have the right to use, alter, adapt, change, revise, delete from, add to and/or rearrange the whole or any part of the photographs, recordings and biographies provided by the Artist.

5. CANCELLATION BY THE ARTIST

- 5.1 If the Artist needs to cancel a Booking for any reason, it must inform the Agent in writing immediately. The Agent will inform the Client of the cancellation.
- 5.2 In the event that the Artist cancels a Booking (except in the case of a Force Majeure Event):
- 5.2.1 the Artist will be liable to reimburse the Client any Fees paid in advance; and
 - 5.2.2 the Artist will be liable to pay the Agent a sum equal to the Deposit paid by the Client and any sum, loss, damage, cost, fees, expenses and any other liabilities suffered by the Agent as a consequence of the Artist's cancellation of a Booking.

6. CANCELLATION BY THE CLIENT

In the event that the Client cancels a Booking the Agent shall inform the Artist, or if the Client informs the Artist first, the Artist will inform the Agent as soon as practicable.

7. DEPOSIT AND FEES

- 7.1 When the Client makes a Booking it is liable to pay the Agent a deposit which shall be a sum equal to 20% of the total Fees due for the Booking. The Agent shall be entitled to retain any such Deposit.

7.2 Unless otherwise agreed in writing, the Artist shall be entitled to retain any Fees payable by the Client. The Artist shall be responsible for recovering any Fees due and the Agent shall not have any liability for the failure of the Client to pay all (or part of) the Fees.

7.3 The Agent shall not be responsible for the payment of any expenses incurred by the Artist in relation to the Booking.

8. TERMINATION

8.1 The Agent shall be entitled to cease promoting the Artist and making any Bookings on behalf of the Artist if:

8.1.1 the Artist commits a material breach of these terms;

8.1.2 the performers making up the Artist or the scope of the Artist's performance changes in any way; or

8.1.3 the Artist acts in any way which might bring the Artist or Agent into disrepute or have a negative effect on the public's perception of the Artist or the Agent or the Agent's business.

9. LIMITATION OF LIABILITY

9.1 The Artist shall hold harmless and indemnify the Agent on demand from and against any and all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from any claims made by the Agent, its employees, sub-contractors and agents and any third parties in respect of:

9.1.1 death or personal injury;

9.1.2 loss or destruction of or damage to property;

9.1.3 any other loss, destruction or damage, including but not limited to financial losses,

which is caused, whether directly or indirectly, by any breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Artist, its employees, sub-contractors or agents or as a consequence of the Agent performance or non-performance at the Event.

9.2 The Agent shall not be liable for any loss of profits, business opportunity, goodwill and any other indirect or consequential loss arising out of these terms.

9.3 Save for liability for death or personal injury caused by the negligence of the Agent, its employees, agents and sub-contractors, which is unlimited, the Agent's entire liability under the Contract shall be limited to the Deposit due to the Agent for the Booking in relation to which the liability arose.

10. INSURANCE

- 10.1 The Artist shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Artist as a result of these terms, which in any event shall include public liability insurance of no less than £5,000,000 for any one incident.
- 10.2 The Artist shall on request supply the Agent with a copy of the policy or policies, together with written evidence that the premiums have been paid.

11. CONFIDENTIALITY

- 11.1 Both parties shall keep in strict confidence and shall not disclose any Confidential Information disclosed by one party to the other, its employees, agents, consultants or sub-contractors without the prior written consent of the other.
- 11.2 The Agent may disclose such Confidential Information to its employees, agents, clients, contractors and consultants who need to know such information for the purposes of carrying out its obligations under this Agreement. The Agent shall ensure that its employees to whom it discloses the Confidential Information are subject to the same obligations of confidence as the Agent in respect of the Confidential Information.
- 11.3 The obligations contained in this **Clause 11** shall not apply or shall cease to apply to such part of the Confidential Information as either party can show to the satisfaction of the other:
- 11.3.1 has become public knowledge other than through the fault of the receiving party to whom it has been disclosed in accordance with **Clause 11.1** above;
- 11.3.2 was already in the possession of the receiving party prior to disclosure to it by the disclosing party;
- 11.3.3 have been received from a third party who neither acquired it in confidence from the disclosing party nor owed the disclosing party a duty of confidence in respect of it; or
- 11.3.4 was independently developed by the receiving party without access to the Confidential Information.

12. ASSIGNMENT AND SUB-CONTRACTING

Neither party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising out of these terms without the prior written consent of the other party such consent not to be unreasonably withheld or delayed and provided that the assignee undertakes in writing the other party to be bound by the obligations of the assignor under these terms.

13. FURTHER ASSURANCE

Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these terms.

14. RIGHTS OF THIRD PARTIES

Any person who is not a party to these terms shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

15. NOTICES

Any notice to be given under these terms may be delivered personally or sent by prepaid first class post to the other party at the address given by that party or such other address as may be notified in accordance with this **Clause 16** from time to time. Any notice so sent shall be deemed to have been duly given if sent by personal delivery upon delivery at the address of the relevant party, if sent by prepaid airmail four days after the date of posting and if sent by facsimile upon confirmation of transmission.

16. VARIATION

No amendment to these terms shall be valid and binding unless made in writing and signed by an authorised representative of each party.

17. SEVERABILITY

In the event that any of these terms, conditions or provisions or those of any schedule hereto are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

18. WAIVER

Failure of either party to enforce or exercise, at any time or for any period, any of these terms, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

19. ENTIRE AGREEMENT

The terms constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these terms.

20. RELATIONSHIP

Nothing contained in these terms shall create the relationship of employer and employee between the Artist and the Agent.

21. GOVERNING LAW

These terms and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle

any questions or disputes which may arise out of or in connection with these terms or its subject matter or formation.