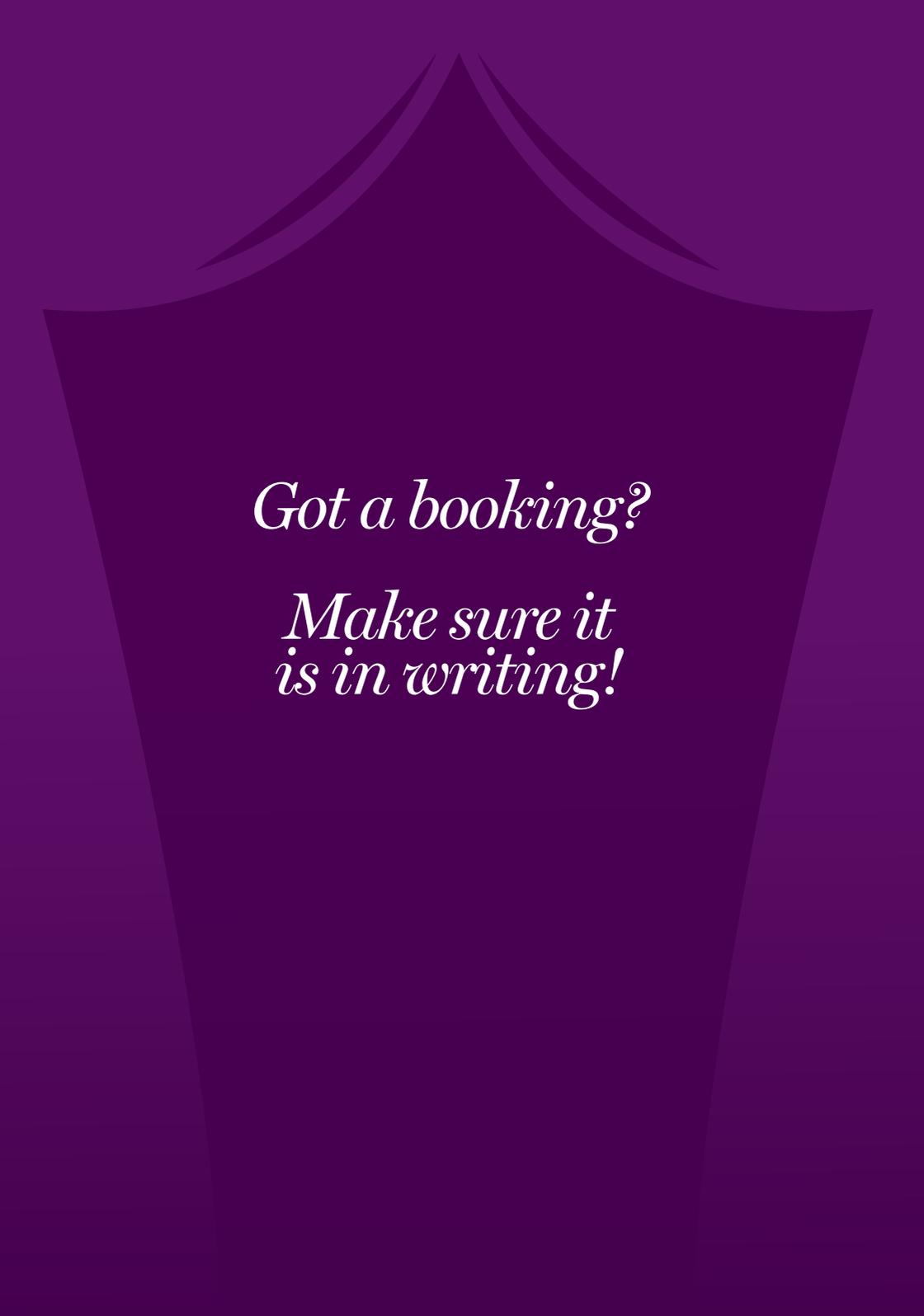




YOUR GUIDE TO

# CONTRACTS

*Advice for Equity members  
for one-off performances  
of your act*



*Got a booking?*

*Make sure it  
is in writing!*

**THE PURPOSE OF THIS GUIDE** is to assist members who make contracts directly with companies or individuals to provide their entertainment services mainly for one-off dates. This will include **vocalists, children's entertainers, comedians, circus performers, magicians** and basically anyone who performs their act in return for a fee. Many members work in this way and this guide highlights some important considerations when taking bookings to minimise potential problems.

### What is a contract?

A contract is essentially an agreement between two parties that one will do something for the other in return for 'consideration' (usually a fee). There must be sufficient detail agreed for the contract to be binding, the fundamental points generally being time, date, place, fee and what is being provided, and there must be a clear offer and acceptance and an intention on the part of both parties to enter into a binding agreement.



### How does this need to be recorded?

There is no need for a contract to be recorded in a particular way and it can be purely verbal. In practice there is likely to be evidence that a contract exists via a series of electronic communications even if all of the necessary information isn't written into one document. Should anything go wrong a verbal booking may be difficult to prove so it is worth the artist writing everything down and sending a copy to the other party unless a formal contract is being issued by the booker.

### Essential details to obtain from the booker

In today's world where the use of paper and the Royal Mail are minimal and electronic communications prevail it can be easy to overlook the taking of details of the booker which may be important further down the line, particularly if things go wrong.

These are as follows:

#### **FULL NAME**

That is first name and surname (not just Dave or Mrs Smith)

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### COMPANY NAME

This only applies if the person is booking you on behalf of a business which could be a limited company, a pub or club, a booking agent or events company. It is not needed if they are booking as an individual for a private party or event.

### JOB TITLE

This only applies if they are booking on behalf of a business. For a pub, for example, it is good to know whether you are dealing with the landlord or a barperson.

### ADDRESS

This means the postal address of the individual or the business and may not necessarily be the address where you will be working. If someone does not wish to provide you with an address then alarm bells should ring. An email address may be adequate for communications about the details of the event but it is not enough to follow up formally if anything goes wrong. Also don't assume because you can see lots of details about the person on Facebook, for example, that you really know the essential details about who they are.

### VENUE ADDRESS

As you will need to know where to go to perform. This may be the same address as the individual or business, as the party or event may be at the booker's home, but in many cases it will be entirely different.

### FEE

This is obvious but you should also agree when and how you will be paid and if there is any deposit payable in advance.

### TIME

Start and finish are the essentials but arrival, set-up, sound check may all be important to clarify for some bookings.

There will be other details that you will need such as mobile phone numbers, on site contact details and email addresses, parking arrangements, the fine details of what you're being booked to do, audience size and type but these are not fundamental to the contract itself.

## Who are you dealing with? Factors to consider

**What appears to be a company may not actually be a company.** Some individuals use a trading name as if they have a separate company say 'Very Exciting Events' for example (not a real name). However, unless it's a limited company eg. 'Very Exciting Events Ltd' (and usually a company number indicated) then you may



*Even if 'Very Exciting Events' has a smart, professional website don't assume that it is a company in its own right*

effectively be dealing with an individual. With a limited company there will be an address registered with Companies House which can be obtained but if the company is not incorporated then there won't be. In that case you need to get a postal address. Even if Very Exciting Events has a glossy, professionally designed website don't assume that it's a company in its own right.

### **Clubs are not usually incorporated businesses** like limited companies.

Although working men's clubs and social clubs and similar are run like small businesses they are usually owned by the members who are liable for its debts. As such, to take a club to court for non payment or cancellation you have to take legal action against the members themselves. In practice this would normally be the **chair, secretary, treasurer** or other committee members with three being a good number. Often it is possible to find out the names of the committee online or they are displayed in the foyer of the club. It is useful to have that information before commencing a dispute.

## **Agents**

### **Agents can act in more than one capacity.**

Although the words 'agent' and 'agency' are used freely when describing role of a middleman in an entertainment contract there are two very different ways such a business can work. The main features are as follows:

**Employment agency:** The main contract will be between the end user or 'hirer' and the artist. The employment agency will be taking an agreed percentage commission of the artist's fee. The agency is required to pass on the artist's share of their fee within 10 days of receiving it. The agency is not liable if the hirer cancels or doesn't pay.

**Employment business:** There will be two contracts in place which are legally separate entities. There will be one between the agent and the artist and another between the agent and the hirer. The agent will agree a net fee with the artist and when this will be paid and another fee with the hirer for 'selling' the artist to them. The fee to the hirer will obviously be higher than that to the artist so the agent makes a profit. It can be a bone of contention just how much that difference is. The agent is liable to pay the artist if the hirer doesn't pay them or if the hirer cancels and the artist is not able to find other work.

In general actors tend to have an agent and they work as employment agencies. Booking agents tend to work as employment businesses. There may be more than one agency in a chain for the same booking.

## BE AWARE:

**Just because you haven't actually signed a contract does not mean it is not binding.** If you've been issued with a contract and commence providing services on it without raising concerns about clauses in it then you are normally deemed to have accepted it. It can be difficult to argue about things you're not happy with further down the line.

Just because you have signed a contract does not mean it's legal. Some contract terms breach legislation and even though the contract is signed by both parties some terms could be challenged later on. Some terms may be unfair under the *Unfair Contract Terms Act* for example or *National Minimum Wage* legislation or the *Working Time Regulations* may be breached.

## Written Confirmations

Although a booking made verbally is legally binding or a series of electronic communications containing the necessary information is also adequate to prove the existence of a contract, it is often worth putting all the points together in one place as this could reduce the chance of a misunderstanding later and this can be sent to the booker as a 'confirmation'.

During the process when you have agreed the fundamental points (what, when, where and how much) you could say you will send a written confirmation. This indicates to the booker quite clearly that you regard it as a firm booking. It also gives you the opportunity to give the booker your 'terms of business'. If you have any terms which

are likely to be unexpected to the booker, you should discuss them at the time of taking the booking.

**As well as the fundamentals it is a good idea to discuss:**

- **Whether and when you require a deposit to be paid.**
- **What the event actually is, so you can tailor your material**
- **Whether you will be giving anything away eg party bags, sweets, balloons.**
- **Detailed timings, arrival, set-up, finishing, length of sets**
- **Any special requirements the booker may have.**
- **Directions to the venue and parking / unloading arrangements.**
- **On-site contacts**
- **Confirmation that a responsible adult will be present in the case of Children's Entertainer's bookings.**

## What is the correct format of a written confirmation

There is no standard layout and the best ones are those that contain all the necessary information with simple clear presentation. With a booking for a private party with an individual then a personal letter format would probably be most appropriate. Some examples are shown later in this pack.

Note that each includes all the fundamental points expressly stated:- Where, when, what and how much along with the agreed special requirements and the other things that can be

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agreed are all stated. All of the 'terms of business' shown on these documents are examples and may be worth considering for inclusion in your own contract confirmations.

## Deposits

Many entertainers prefer to get the booker to pay a deposit as they find that, if one is paid, there is less likelihood of the booking being cancelled. If you prefer to get a deposit in advance consider why you want it. Is it:

- **To compensate you in case the booker decides not to go ahead**
- **To make the booker more likely to go ahead**
- **To cover your upfront costs**

In any case you do not want the booker to get the impression that by not paying the deposit that the contract does not stand – unless, of course, that is what you intend. Some entertainers will just take another job if the deposit does not arrive. Plainly stating "Please send the agreed deposit of £X to me within Y days" is fine, avoiding any references to what might happen if they don't pay up such as saying "or this contract will not be valid" etc. is normally a good tactic. Holding a deposit does not mean that you are automatically entitled to keep it under all circumstances. Should the booking not go ahead because the entertainer is unable to do it or for reasons of 'force majeure' (circumstances beyond their control) then the deposit may have to be returned.

## Payment Terms

It is fairly common with private work booked directly to be paid the full fee on the day or the balance if a deposit has already paid in advance. For corporate work, if the payment is not through an agent, although it is preferable to be paid on the day, the company's payment terms will often require you to invoice after the event and wait perhaps 30 or even 60 days. If an agent is involved in the capacity of an employment agency (see notes above) then they have a further 10 days from receipt to pass on your fee. If you have a choice, be paid in advance or on the day you are working. In any case it is good practice to find out what the payment terms are before accepting the booking. In the absence of specific agreement the default maximum is 30 days for public sector and 60 days for private before late payment charges can be levied.



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## Signing of Contracts

If it can be avoided it is best not to send the booker something they need to sign and return. This is because the booker may then think that if they don't sign it then you are not booked. Some entertainers go even further than that to try to clarify the situation by expressly stating on their confirmation something like the following:

"All the terms of this agreement will be deemed to have been accepted if it is signed and returned or if it is not signed and returned and no objections have been raised within 7 days of receipt".

This may be appropriate for a contract involving significant fees; complex and detailed terms and conditions; a corporate booking or one made a long time in advance of the performance but could seem a bit heavy-handed for smaller bookings such as private parties.

## Cancellation Clauses

Cancellation clauses are a matter for the individual entertainer to decide whether they want to incorporate into their contracts. If you do not mention cancellation in your confirmation then the default position under Contract Law is that neither party can withdraw from the contract without the other's agreement. You can also state this position in the contract if you prefer by stating "Cancellation can be by mutual agreement only". The standard Equity contracts for entertainers contain this clause.

If you want to use cancellation clauses, as some entertainers prefer to do, then you

*Equity would not normally recommend including cancellation terms as your rights are stronger without them*

need to agree them with the other party upfront. Stating them on a confirmation may suffice for this purpose, although the earlier the better.

Some entertainers are happy to accept cancellations as long as they are given a week's notice, and would state something such as: "If you wish to cancel this performance I will need at least seven days notice otherwise the full fee will be due". Although it is fairly unusual for such a short time to be acceptable unless the entertainer is inundated with enquiries for work and will easily find a replacement job. Some entertainers use a sliding scale e.g. 'Cancellation within 14 days, 50% of fee payable cancellation within 7 days, full fee'. It is uncommon for entertainers to include provisions for cancellation at such short notice for corporate work, local authority work or festivals etc. as this work is usually booked a long way ahead and is difficult to replace if lost. Key dates such as the build up to Christmas, New Year's Eve, school holidays and half terms may be particularly hard to replace without a lot of notice. Equity would not normally recommend including cancellation terms in contracts as your rights are stronger without them.

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## Barring Clauses

Another type of clause which may appear in a contract you are issued by an agent or hirer is a 'barring clause'. This type of clause may affect your future work so such clauses should be considered with care and challenged before agreeing the contract if you are not happy. Although less common nowadays, they are designed to stop two venues near to each other having the same artist at around the same time to prevent competing ticket sales. As such, for high profile artists, they can still be appropriate.

A barring clause will usually state an area and a time limit within which you should not perform either before or after (or both) your agreed performance date(s). For example this could be within 15 miles of the venue for a period of 3 months before and 6 months after the booking. It is not uncommon, however, for these time periods to be much longer, say 1 year, and for the distance to be further. Although such clauses can seem unfair, we have found that courts do uphold them. It is therefore advisable to assume they will be valid when you are agreeing terms and not to agree to be bound by them unless you know you can live with them. You may imagine that such clauses would be challengeable as a 'restraint of trade' but it is not safe to assume this.

## What to do when things go wrong

By far the most common problems experienced by entertainers are cancellations and late or non-payments. You may deal with these problems differently

depending on who the client is but the principles are the same.

### **CANCELLATIONS:**

**When the booker calls to cancel you, unless you have cancellation clauses in your contract, you have the following main options:**

- a) **Accept the cancellation without condition.**
- b) **Negotiate a cancellation fee.**
- c) **Maintain your requirement for the full fee to be paid unless you are able to find alternative work.**
- d) **Accept an alternative booking.**

Which of these you choose to do may depend on the size of the job and therefore the fee, the amount of notice given and the likelihood of replacing the booking and the reason for the cancellation. If it was a small job for a child's party and the child is very sick you may have particular sympathy and waive your fee or accept a token cancellation fee. If it's a larger job which has been in your diary for a long time and the reason is a bit woolly, say 'not enough tickets sold' you may only be willing to accept your full loss.

If you are not able to reach an amicable agreement with the booker then while the booked date is still in the future you are under a legal obligation to mitigate your loss i.e. you need to try to find another job to replace the cancellation. If you are not able to find anything then, once the date has passed, you are due your full loss. This will be the full fee less any expense you

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would have had to lay out if you'd done the job such as travel and parking. If you are able to find another job and it is for less money than the original, the sum now owed will be the difference between the amount you received from the new booking and the original fee. You can also legitimately add any reasonable costs associated with finding and/or doing the new job. Only once the date has passed can you be sure of the amount that you are actually owed.

It may be advantageous, rather than waiting, to negotiate a cancellation fee. A figure often chosen is 50% but it can be anything reasonable. If you do negotiate a cancellation fee you should agree a set date by which payment should be made. If you have agreed this, and the booker defaults on it, your claim will revert back to the original fee. If you (or Equity) has to take them to court it will then normally be for this full fee (or loss).

Another way of agreeing effectively the same thing is if you mark all your correspondence with the booker regarding the agreement for the cancellation fee 'without prejudice'. This means without affecting your rights to the payment due under the original contract. This time you don't need to agree a date but if the booker defaults then you are entitled to claim your full fee again after a reasonable amount of time. Normally they have agreed to make payment straight away so waiting a week would be reasonable. Depending on who you are dealing with a clear deadline for payment may be simpler to administer.

*If the agent was acting in the capacity of an employment business then they are liable for the cancellation*

If the booking was through an agent (acting in the capacity of an employment agency) then your contract is ultimately with the booker and the agent may not be that willing to assist if they don't want to upset a client so it will be down to the entertainer to try to get payment (with Equity's assistance if necessary). If the agent was acting in the capacity of an employment business then they are liable for the cancellation (even if their terms and conditions indicate otherwise).

#### **LATE PAYMENTS & NON-PAYMENTS:**

If you have completed a job but have not received payment within the agreed or a reasonable time period then it is standard practice to chase that payment to find out if there is a problem. A polite phone call, or preferably an email so you've got a record, should suffice. If you don't hear anything or you receive a 'fob off' type communication then you should consider writing a more formal letter. This should set out clearly the money that is owed, what the payment is for and indicate a clear deadline e.g. 7 or 10 days from the date of the letter. If payment is still not

received at this point we would advise you contact Equity.

### LATE PAYMENT CHARGES:

When a payment is late you are normally entitled to apply late payment charges under the Late Payment of Commercial Debts (Interest) Act 1998. In the absence of agreed payment terms 'late' is defined as more than 30 days for public sector and 60 days for private. The charges are £40 for debts less than £1000 or £70 for debts over £1000 plus interest from when the debt is due at the prevailing rate (currently 8.25% pa in 2017).

### Bankruptcies

If a company, normally a limited company, is unable to pay its debts then ultimately the directors may decide to close the company by following one of a number of standard procedures. **Liquidation** is the most common one where all the assets are disposed of to raise as much money as possible to pay the creditors. In the event of this happening, if you are owed money, then the liquidators will write to you asking for details of the money owed. You will then be placed on a creditors' list – usually with many others. The banks, the HMRC and the liquidators themselves have first call on any money raised followed by employees and unfortunately, last on the list is the 'unsecured creditors' which will usually be suppliers

such as entertainers. Events and entertainment companies very rarely have much in the way of disposable assets to sell such as property, cars and furniture so in most cases there is nothing to distribute to unsecured creditors.

**Administration** is slightly different in that the company is looking to become solvent again by finding a buyer or investment to get back on its feet. This is sometimes achievable although agreements may be made with creditors to accept less than they are owed. If a company informs you that it has 'ceased trading' or says it's closed down that does not at that stage change its status legally and it is still liable for its debts. Once a company has been formally closed its entry on Companies House will say 'Dissolved' and there is nothing further that can be done to pursue it for money owed.

Frustratingly the directors can set up a new company and start afresh.

### What if you need to cancel due to illness or you are going to be late?

Most bookers, whether private or corporate, are likely to be sympathetic if you are genuinely ill or have personal difficulties. If it is possible and appropriate you may be able to help by finding a replacement. If the booking is

through an agent then it is likely they will have other entertainers on their books who can replace you given sufficient notice.

If you are likely to be late for a job then you should try to let the booker know as soon as you can.



*Occasionally a booker might be justified in complaining about an act, but it's not rare for a booker to look for an excuse not to pay*

If you are a bit late and still do your normal act with little disruption to the occasion then you should expect no deductions from your full fee. For larger or corporate bookings if you are substantially late then sometimes it can be wise to check with someone before you perform that they still intend to pay your full fee or agree a variation if appropriate. If you have not checked and you have performed in full and you are offered less than the full fee then accept what you are given but make it clear that you are not accepting it in full and final settlement and you will be in contact with Equity.

## **Complaints about your performance**

While occasionally a booker might be justified in complaining about a factor of the entertainment service provided, it is sadly not uncommon for a booker to look for an excuse not to make full payment. This could be because they have under-budgeted the cost of an event or for some reason are looking to cut costs.

Some typical examples which might be used to justify asking for a discount:

- Entertainer was not very good
- Guest complained about the entertainer
- Entertainer used offensive material
- Entertainer arrived late/left early/ did not do their full set
- Children's Entertainer didn't keep control of the kids
- Entertainer was rude to a guest
- Guests left the venue when the entertainer was performing



Many of these reasons are subjective and are nothing to do with whether the entertainer has delivered according to their contract. It is normally up to the booker to ensure they are booking the right act for their event. If a known comedian with adult material is booked for an event for which they wouldn't be suitable that is not normally their fault. If an entertainer performs something completely different to what is expected ie. not their 'Act as Known' then that may be a different matter. Timings can be contentious but reasonable discussions at the event should prevent misunderstandings. Children's Entertainers are not generally booked as child minders and crowd controllers and the hirer should ensure responsible adults are present while the entertainer is performing. In general an

entertainer would know whether they have under-performed for some reason and may be willing to lower their fee slightly but mostly if they've turned up and performed their usual act then the full fee would be due.

## Overseas Contracts

It is worth being wary of contracts for work overseas. This applies whether in the EU or elsewhere. This is because it can be very difficult to resolve issues such as late or non payments if things go wrong. For one-off dates for overseas work it is good practice to get some payment upfront before travelling if possible and also consider very carefully those where you have to pay your own travel expenses in advance on the promise of being reimbursed later on. ■

## STANDARD CONTRACTS

**Equity has standard contracts which members can use for bookings of their act. The most established are:**

- **Variety and Light Entertainment Council 'Act as Known' contract**
- **National Standard Contract**

The first is one which Equity has agreed with the Variety and Light Entertainment Council (VLEC) which is an industry body made up of the managements, agents and trade unions in the live performance

sector. This has been in place for some time and is a benchmark contract for the industry. This is recommended for larger bookings with higher levels of fees or blocks of work.

The National Standard Contract was developed by Equity and is less formal and shorter and therefore more suitable for smaller jobs.

*Both of these contracts are shown as appendices in this document.*

**For further information please contact**  
**Michael Day** mday@equity.org.uk or  
**Ian Bayes** ibayes@equity.org.uk

*Please note the information in this guide is for information and guidance only for Equity members and should not be treated as legal advice.*

# CONFIRMATION / CONTRACT TEMPLATES

In situations when a booking has been agreed either verbally or over a series of electronic communications and just a confirmation is needed a simple set of wording is shown below.

## 1. INFORMAL BASIC LETTER

Name & Address & contact details of Artist

Date of writing

Name & address of venue and  
Manager or Proprietor if  
Known, otherwise  
Simply addressed to  
Venue.

Dear .....

May I confirm herein that in accordance with our verbal arrangement,  
made on ..... (date)

I/We look forward to our booked performance at .....(venue)

Date of engagement .....

I/we shall arrive at ..... p.m.

in order to be set up to perform the required .....

between ..... p.m.

As agreed our fee is £ - which I/we shall require to be paid in cash on completion  
of our performance.

Looking forward to being with you

Yours sincerely,

## 2. BASIC BOOKING FORM

### Entertainer name & logo

Tel..... Email..... Website.....

Thank you for your booking. Please check the information below is correct and if any amendments are needed let me know within seven days.

Date Agreement Made		Event Date		Event Day of Week	
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Contact Name		Contact Phone No.s	
--------------	--	--------------------	--

Organisation Name or type of Event	
------------------------------------	--

Contact Address	Performance Venue Address (if different)
Onsite Telephone numbers and contact names	

Arrival Time		Performance Length (no. of spots if applicable)		Fee	£
Performance Time					

Fee to be paid when and how:	
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### Show Information

Audience type Eg. Adults, Children, age ranges		Audience Number	
--	--	-----------------	--

Type of performance	
Dress: Costumes / Casual / Smart Casual / Other	

Special Requests	
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Transport / Parking arrangements:	

### 3. COMBINED BOOKING FORM AND LETTER WITH SOME TERMS AND CONDITION

{Your name and description of your act here}

{Your address and contact details here}

*{Your Logo Here (or on your letterhead) }*

Hirer Name  
Hirer Address line1  
Hirer Address line2  
Hirer Address line3  
Hirer Postcode

Today's Date

#### CONFIRMATION OF BOOKING OF {YOUR ACT NAME}

Thank you for your valued booking of the specialist services of {your act name} This letter confirms your booking requirements. If any of the details are incorrect, please contact me at the above telephone number as soon as possible.

Engagement Date	Time of Performance	Venue Name and Address	Fee

#### ADDITIONAL DETAILS {ADD IN AS AGREED WITH HIRER}

- Birthday Party
- Complete party with {your act name} supplying prize bag containing 3 prizes for each child
- Act includes: balloon modelling, magic, clowning...
- {your act name} will contact you approximately one week before the performance to finalise arrangements.

#### TERMS OF BUSINESS {ADD IN YOUR OWN AND/OR AS AGREED WITH HIRER}

1. The Full cost of the party is payable on the day of the performance
2. While the Children's Entertainer is on your premises for the purposes of fulfilling this engagement there should always be a responsible adult present while the entertainer is with the children.
3. You do not need to sign and return this form as this is a confirmation of an agreement already made.
4. Cancellation can only be by the mutual agreement of both parties.
5. In the event that the Children's Entertainer is unable to fulfil the engagement due to illness or injury they will make their best endeavours to let you know at the earliest opportunity and to give you any possible assistance to find a replacement entertainer for this engagement.
6. Filming of the Children's Entertainer (by camcorder etc) can only be undertaken with the consent of the entertainer.
7. {your act name} has public liability insurance to the value of £10Million

{Add your own personal message, eg. Again, many thanks for booking {your act name}. Please tell the Birthday Child that {your act name} is really looking forward to their party and we are going to have a great time.}

Yours sincerely,

{your act name}, Member of Equity etc.

**4. NATIONAL STANDARD CONTRACT**



Incorporating the Variety Artists' Federation

Guild House, Upper St Martins Lane,  
London WC2H 9EG

Tel No. 020 7379 6000 / Fax 020 7670 0265

**NATIONAL STANDARD CONTRACT**

As approved by the Council of Equity incorporating the Variety Artists' Federation for Engagements on 3rd December 2002 for use for one-off engagements or short term engagements in Variety

Agreement made on..... 20.....

Between.....and.....

(hereinafter called the Hirer) and (hereinafter called the Artiste)

WHEREBY IT IS AGREED THAT:

1. The Hirer hereby engages the Artiste to appear and the Artiste agrees to present his/her act as known.at.(Venue).....

..... Tel. No.....

On.....(Date(s))

Or From.....20..... (Date) to .....20..... (Date)

At an agreed fee of £.....

2. Time of arrival..... performance ends at.....

Number and length of spots .....

3. It is a condition of the contract that the Hirer is not responsible for loss of, or damage to, the Artiste's property unless such loss or damage is caused by the Hirer or its servants or agents and/or the property is in possession or control of the Hirer at the time of such loss or damage.

4. No fee shall be paid for days upon which the Artiste is unable to perform by reason of any cause beyond the Hirer's control such as National Mourning, War, Fire, Strikes or Lock-outs in the district directly affecting the venue or the Order of the Licensing or any other Public Authority having jurisdiction. In any such event, notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.

5. In the event of accident or illness preventing the Artiste(s) from appearing the Hirer shall be informed at the earliest opportunity and, if required by the Hirer, the Artiste shall 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.

6. In the event of this contract being made without the intervention of an Agent, the Hirer shall not charge or deduct commission, and in the event of this contract being negotiated through an agent the Hirer may only deduct commission on the written instruction of the Artiste.

7. The Hirer undertakes to provide a safe working environment and, where electrical equipment is in use at the venue, will ensure that regular examinations are carried out. NB All signatories to this contract are advised to be covered by Public Liability Insurance. All Equity members 'in benefit' are covered by Equity's group Public Liability Insurance.

8. Provided that the Hirer pays the Artiste his full contractual fee, subject to the Artiste duly rendering services or being ready, willing and able to do so, the Hirer, without giving any reason, may prohibit the whole or any part of the Artiste's performance.

9.The Hirer shall provide reasonable, secure changing facilities, and where appropriate, adequate microphonic amplification and competent musicians as necessary for the accompaniment of the Artiste.

10. The Artiste is not obliged under this contract to take part in any sound or television broadcast or video recording from the venue whether or not during a normal performance, and if the Artiste agrees to any such broadcast he will be free to negotiate a separate fee which shall not be lower than that agreed between Equity, British Broadcasting Corporation, FACT and/or Independent Television Companies whose current appropriate Agreement covering such engagement will apply

11. If a Children's Entertainer is engaged under this contract it is a condition there should always be a responsible adult present while the artist performs.

12. Any dispute arising between Hirer and Artiste in respect of this Contract which the parties are unable to resolve shall, if both parties agree, be referred to an independently recognised Arbitration body. This shall not preclude either party from proceeding to the courts if they so wish.

When this Contract is used for the engagement of a group of Artistes, the names and signatures of all the Artistes shall be included on the Contract.

HIRER'S SIGNATURE.....

ADDRESS.....

Tel No:.....

ARTISTE'S SIGNATURE..... EQUITY NO.....

ARTISTE'S SIGNATURE..... EQUITY NO.....

ARTISTE'S SIGNATURE..... EQUITY NO.....



# CONTRACT

*(Also known as the "act as known" contract)*



Approved 16 July 2014 by Equity, The Agents' Association (GB) and The Variety and Light Entertainment Council.

Contract issued on: ..... Contract Ref. No: .....

**Between:** ..... **The Hirer**

Address: ..... Emergency Contact Number.....

**And:** ..... **The Artiste[s]**

Address: ..... Emergency Contact Number.....

**Date[s] of Engagement[s]:** .....

**Total Fee:** ..... **Time and Method of Payment:** .....

**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)*

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) **Cancellation- Cancellation by either party to this contract may only take place by mutual consent which must be confirmed in writing by both parties.**

11) **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.

12) **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.

13) **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.

14) **Confidentiality:** The Artiste and Hirer agree to respect at all times the confidentiality of the business of all parties relating to this engagement and that he/she/ they will not engage in any public pronouncements that may be detrimental to the reputation of the Artiste, Hirer, fellow performers or venue/s and their staff. Such 'public pronouncements' including but not limited to Twitter, Facebook and all other such social media sites.

**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.**

**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, UK Theatre Association, The Association of Circus Proprietors of Great Britain, The Institute for Sport, Parks and Leisure and Licensees Unite and Institute of Entertainment and Arts Management.

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Equity

*Celebrate*  
**Variety**  
*2017*

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