

TERMS OF BUSINESS (Client / Venue)

In accordance with Department of Trade and Industry regulations, please note below our Terms of Business. Please contact us should you wish to clarify any of the conditions below.

1. Spotlight Entertainments, in accordance with the Employment Agencies Act 1973 and the Employment Business Regulations 2003, acts as an Employment Agency and, in certain circumstances, may act as an Employment Business. When we do act as an Employment Business, we shall clearly state this in any documentation relevant to that transaction(s).
2. You have contacted this office making yourself known as a venue Booker /engagement Booker with authority to engage entertainers/entertainment on behalf of yourself or your venue and have provided us with details enabling us to negotiate contractual agreements appropriate to your requirements. You will be notified as soon as details of any arrangements made by us on your behalf are completed and any necessary documents shall be issued to you. Please note that a contract exists when an arrangement has been negotiated and agreed, either verbally or written, by both parties.
3. Any re-bookings whatsoever and/or extensions of any arrangements resulting from any artiste performing at your engagement/venue must be negotiated through this office when such re-engagements are within a twelve month period of the original engagement.
4. Please contact the office as soon as possible in the event of an engagement having to be cancelled. Spotlight Entertainments shall endeavour to find a replacement booking for the relevant artiste(s) to the best of their ability. However nothing in these terms may prevent the artiste from seeking compensation for any loss they may incur. In the event of an artiste cancelling an engagement, we shall contact you as soon as possible, and if required, seek to find a suitable replacement. Please note that Spotlight Entertainments acts only as Agents in securing engagements for artistes and are not party to the engagement(s).
5. Unless otherwise agreed by both parties, payment of artiste fees shall be on the night of engagement. Where an artiste(s) is V.A.T. registered, you shall be notified in advance, and it is the responsibility of the artiste to provide an appropriate receipt to the venue on appearance. Where the venue operates a 'No Pick-Up' system of artistes fee payment, all fees must be paid within fourteen days of receipt of invoice from this office, made payable to 'SPOTLIGHT ENTERTAINMENTS; CLIENT ACCOUNT'.
6. It is the responsibility of any venue/client to notify us immediately should any issue of Health and Safety arise which could be relevant to any performance, or which could make such performance(s) illegal or dangerous. Please remember that you are responsible for the safety of any artiste appearing at your venue/engagement, and in particular; you shall to the best of your ability prevent the Artiste being physically or verbally abused in your venue, inform the artiste of any safety concerns you may have, e.g. slippery floor, or difficult loading/unloading procedures with regard to equipment and vehicles. You must also ensure that your venue conforms with present Health and Safety Regulations in regard of electrical sockets, lighting etc. and any electrical equipment to be used by the artiste. The appropriate certification of safety should be available on all such equipment.
7. A safe performance area must be made available to artistes which must be maintained during the their engagement that is not in any way obstructing the general movement of public or staff.
8. All venues must hold current Public Liability and Employees Liability Insurance for a sum, which shall reasonably cover any subsequent claim.
9. Spotlight Entertainments are members of the Agents' Association (Great Britain) and reserve the right to inform fellow members of any non-compliance by clients or venues or failure to comply. The content and form of such disclosures shall be at the discretion of the Agents' Association (Great Britain).
10. These Terms of Business supersedes any other terms of business that may have been issued previously by us. Any engagements agreed and accepted by both parties shall be subject to the above Terms of Business.

July 2004.

Member of The Agents' Association (Great Britain)

Any offer contained in this letter does not constitute a contract

This agency acts as an employment agency only in any transaction