



STANDARD TERMS AND CONDITIONS OF BUSINESS

Promoter/Venue

(Performer, Sport, and Model Agencies: The Conduct of Employment Agencies and Employment Business Regulations 2003)

Background

On 17 December 2003, The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Regulations) were made. They have come into effect on 6 April 2004.

The Regulations provide that agents within the music agency provide their standard terms of business in writing to each hirer (promoter/venue) with whom they deal.

The Terms of Business (Appendix 2) cover those terms set out in the Regulations that we are required to provide you with in order to comply with these Regulations. All definitions and Additional Terms are set out in Appendix 1.

Agreement

By signing our contracts, you confirm your agreement to the Terms of Business (and Definitions).

These Terms of Business do not contain the entire agreement between us but comprise the principal terms under which we conduct our business. If we agree any further terms, we will agree these in writing. You agree that if, at any time, we agree any terms that conflict with these Terms of Business, such further terms will have no effect.

Definitions

Artist

Any artist with whom you contract or wish to contract in relation to (a series of) Engagements.

Engagements

Any arrangement(s), engagement or series of engagements that you will provide for the Artist.

Fees

Any fees to be paid by you to the Artist (or to us or any third party on the Artist's behalf) including but not limited to any expenses, advances, deposits, guarantees and overages and including any VAT or other sales tax payable on such amounts.

Regulations

The Conduct of Employment Agencies and Employment Businesses Regulations 2003

Terms of Business

The standard Terms of Business out in Appendix 2



ESP International Ltd.

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Telephone +44 208 7400 533 /// Fax +44 208 7113 843 /// E-Mail: info@esp-agency.com

Company number 6556238 /// VAT number GB 948 3719 79

We / us / ESP
ESP International Ltd
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You
The promoter

STANDARD TERMS OF BUSINESS

1 Services provided by ESP

1.a We have been appointed as the agent for the Artist.

1.b ESP acts on the Artist's behalf as an employment agency not as an employment business, as described in the new Regulations.

1.c ESP will not enter into agreements with the Artist on your behalf. ESP is also not authorised to enter into or sign any agreement with you on the Artist's behalf.

1.d ESP will negotiate with you and agree with you the terms on which the Artist will perform any engagement(s) and draw up the agreement between you and the Artist.

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2 Payment and deposits

2.a You will be responsible for paying the whole or any part of the fees to ESP on behalf of the Artist or to any third party nominated by the Artist. We will notify you of all necessary payments.

2.b Any deposit payable to the Artist for any Engagement(s) will be held by ESP in our client account and (subject to paragraph)

2.c will only be paid to the Artist on the day after completion of the Engagement for which the deposit was paid.

2.d If you the promoter cancels or postpones any engagement for any reason, and the Artist was able to fulfil such Engagement, any Fees for that Engagement will be paid to the Artist (or to us or any third party) immediately on demand, unless you have agreed otherwise with the Artist.

3 Performance

3.a ESP are not required to ensure that the Artist undertakes any obligations you agree with the Artist. We are also not responsible for the Artist's attendance at any Engagement

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4 Essential information

4.a You, the promoter, will provide us with:

(i) all information as we require to confirm your identity and the identity of your business (including providing copies of your passport(s) and/or certificates of incorporation);

(ii) the nature or name of the Artist;

(iii) details and dates of any Engagements for which you wish to engage an Artist together with the location of the Engagement and the duration of the Engagement;

(iv) details of any risks involved for the Artist in it attending and performing at the Engagement (including if you are required to conduct any health and safety assessment, a copy of that assessment);

(v) any qualifications and requirements (if any) with which the Artist must comply (including the membership of any union or professional body);

(vi) details of the Fees (and any expenses) you are prepared to pay the Artist and the payment schedule;

(vii) details of any right for both you and the Artist to cancel or withdraw from any Engagement;

(viii) confirmation of whether you will be acting as an employment agency or employment business (for the purpose of the Regulations); and

(ix) any other information that would be relevant to the Artist agreeing to undertake any Engagement.

4.b We are obliged to provide any information you provide to ESP under paragraph 4.a to any potential Artist.

4.c Based upon the information you have provided ESP, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artist for any Engagement.

4.d If you, the promoter, does any act or procedure which ESP reasonably considers detrimental to the interests of any Artist (or conversely, if you do not do any act or procedure that you should have done that we consider is detrimental to the interests of any Artist), we reserve the right to provide details of this to other Agencies to whom promoters and ESP are doing business with.



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5 Travel

5.a You, the promoter, are aware that, by the nature of the Engagement, the Artist may be required to travel and stay away from home overnight or for a period of time. In order to satisfy ourselves that suitable provisions have been made, you are required to provide ESP with suitable information in relation to the Artist's travel arrangements and accommodation (if any).

5.b If you provide (or promise to provide) travel for the Artist to any Engagement, you undertake to ESP (and will undertake to the Artist) to provide both travel to the Engagement and travel (or travel costs) for the return journey. It is required that the promoter provide any information we request in relation to such travel. If either ESP or the Artist are required to pay for any such return travel you will be required to pay to us such costs on demand.

6 General

6.a Both ESP International and you, the promoter, will be entitled to send any notices or other information we are required to give to the other by email to the email addresses set out in the 'Definitions'.

6.b Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to this Agreement other than the Artist.

6.c These Terms of Business shall be governed by English law.



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