



MIDNIGHT MANGO LTD

11 Bath Road, Ashcott, Bridgwater, Somerset, TA7 9QS, UK
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www.midnightmango.co.uk



Standard Terms of Business For Promoters and Venues

Background

Midnight Mango Ltd is required under The Conduct of Employment Agencies and Employment Businesses Regulations 2003, to seek and obtain signed Terms of Business from all clients both Artistes and Promoters. To neglect this obligation is a criminal offence. We are registered with the Information Commissioners Office (ICO) to collect, retain, store, and pass on personal information on Artists, Hirers, Suppliers, and other Agents in accordance with The Data Protection Act 2018. Our registration Number is: A8335007 and our Data Processor is: Ian Luxon.

If you wish to engage an Artiste from our roster you must first agree to our Terms of Business before we can proceed. Please sign and return these Terms now.

These Terms only need to be agreed between this Agency and the Promoter once, you will not be required to do this again for future bookings of Artistes on our roster.

Agreement

By signing this, you confirm your agreement to the Terms of Business (and Appendix 1).

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.

Signed: _____

Print Name: _____

**For and on
Behalf of:** _____

Date: _____

Who by signing this warrants that he/she is authorised to sign on behalf of the promoter and/or venue.

**APPENDIX 1
DEFINITIONS**

Artiste Any artiste 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 Artiste.

Fee Any fees to be paid by you to the Artiste (or to us or any third party on the Artiste'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.

Guidelines The Guidelines On The Conduct of Employment Agencies and Employment Business Regulations 2003 Produced by the BERR (Department for Business Enterprise and Regulatory Reform) in conjunction with the Recruitment and Employment Confederation and Equity, a copy of which is available to read online at: <http://www.rec.uk.com>

Regulations The Conduct of Employment Agencies and Employment Businesses Regulations 2003, a copy of which is available to be read online at: <http://www.berr.gov.uk>

Terms of Business The standard Terms of Business set out in Appendix 2

We/Us Midnight Mango Ltd
11 Bath Road, Ashcott, Bridgwater, Somerset, TA7 9QS UK
Tel: 01458 210400
Email: info@midnightmango.co.uk
Company Registration Number: 07987730
VAT Registration Number: 987 8377 34

You Name: _____
Company Name: _____
Address: _____

Telephone: _____
Email: _____
Company Number: _____

APPENDIX 2
STANDARD TERMS OF BUSINESS

1. SERVICES

- 1.1. We have been appointed as the agent for the Artiste.
- 1.2. For the purpose of the Regulations, we act on the Artiste's behalf as an employment agency not as an employment business.
- 1.3. We are not authorised to enter into or sign any agreement with you on the Artiste's behalf. We will not enter into agreements with the Artiste on your behalf.
- 1.4. We will negotiate and agree with you the terms on which the Artiste will perform any Engagement(s) and draw up the agreement between you and the Artiste.

2. PAYMENT AND DEPOSITS

- 2.1. You will, on our request, pay the whole or any part of the Fees to us on the Artiste's behalf or to any third party nominated by the Artiste and notified by us to you.
- 2.2. Any deposit payable to the Artiste for any Engagement(s) will be held by us in our client account and (subject to paragraph 2.3) will only be payable to the Artiste on the day following completion of the Engagement to which the deposit related.
- 2.3. Unless you agree otherwise with the Artiste, if you cancel or postpone any Engagement for any reason and the Artiste was available to fulfil such Engagement, any Fees for that Engagement will be paid to the Artiste (or to us or any third party) immediately on demand.

3. PERFORMANCE

- 3.1. We are not responsible for the Artiste's attendance at any Engagement and we are not required to ensure that the Artiste undertakes any obligations you agree with the Artiste.

4. INFORMATION

- 4.1. You will provide us with:
 - a) such 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);
 - b) details and dates of any Engagements for which you wish to engage an Artiste together with the location of the Engagement and the duration of the Engagement;
 - c) details of any risks involved for the Artiste 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);
 - d) any qualifications and requirements (if any) with which the Artiste must comply (including the membership of any union or professional body);
 - e) details of the Fees (and any expenses) you are prepared to pay the Artiste and the payment schedule;

- f) details of any right for both you and the Artiste to cancel or withdraw from any Engagement;
 - g) confirmation of whether you will be acting as an employment agency or employment business (for the purpose of the Regulations); and
- 4.2. any other information that would be relevant to the Artiste agreeing to undertake any Engagement.
 - 4.3. We are obliged to provide the information you provide to us under paragraph 4.1 to any potential Artiste.
 - 4.4. Based upon the information you have provided us, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artiste for any Engagement.
 - 4.5. If you do anything which we reasonably consider is detrimental to the interests of any Artiste (or if you do not do anything that you have should have done that we consider is detrimental to the interests of any Artiste), we reserve the right to provide details of this to the Agents' Association of Great Britain who may in turn provide this information to its members.

5. TRAVEL

- 5.1. You are aware that, by the nature of an Engagement, the Artiste may be required to travel and live away from home for a period of time. In such cases where you have agreed to be responsible for travel and accommodation, you will provide us with such information in relation to the Artiste's travel arrangements and accommodation (if any) as we reasonably require to satisfy ourselves that suitable provisions have been made.
- 5.2. If you provide (or promise to provide) travel for the Artiste to any Engagement, you undertake to us (and will undertake to the Artiste) to provide both travel to the Engagement and travel (or travel costs) for the return journey. You will provide any information we request in relation to such travel. If either we or the Artiste are required to pay for any such return travel you will pay to us such costs on demand.

6. GENERAL

- 6.1. Any Additional Terms referred to in Appendix 1 shall form part of these Terms of Business.
- 6.2. Both we and you 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 Appendix 1.
- 6.3. 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 Artiste.
- 6.4. These Terms of Business shall be governed by English law.