

# Shoreline Entertainments

The Terms and Conditions contained in this Document supplement any Terms and Conditions that may appear on individual confirmation notes, contracts or other legal documents relating to any engagement negotiated in conjunction with Shoreline Entertainments

## General Information and Terms

*This section attempts to explain in plain English the way in which all reputable Agencies work, and the specific ways in which the Terms of Business of Shoreline Entertainments and the Agreements between Artistes and Employers affect those concerned.*

### **CONTRACTS**

These contracts may take various forms – verbal, a written confirmation note, a signed contract etc., but in ALL cases are legally binding agreements. It is a popular misconception that a contract must include a signature. THIS IS NOT THE CASE.

Shoreline Entertainments believes that all Artistes and Employers are entitled to proper written contracts or confirmation notes for every booking.

Whichever form of documentation Shoreline issues, it will clearly identify the Artiste, the Employer, venue, the Date of Engagement,

The Arrival and Performance Times, Fee and method of Payment together with any relevant information. If you think that any of the information is incorrect or unacceptable in some way, you must inform Shoreline immediately.

It is also important that Artistes observe all the conditions laid down on the contract or confirmation. For example, the late arrival at a venue constitutes a breach of contract and could considerably weaken the Artiste's position in any subsequent dispute with the Employer. Artistes are advised to telephone both the employer and Shoreline in the event of a delay or breakdown on the way to the venue.

### **DEPOSITS**

A deposit may be necessary for certain artistes and certain types of booking, and in some cases stage payments or pre-payment may be the preferred option of the Employer. The Employer will be advised if a deposit or pre-payment is required at the time of booking, and the booking will only be confirmed once you have agreed to the amount, payment method and due date of the deposit and balance.

Unless otherwise agreed with you deposits and pre-payments will be held in a special protected Clients Call Account until after the event and remain the property of the Employer until completion of the contract at which point they normally become the property of the Artiste. They are normally released to the Artiste 48 hours after the completion of the contract unless an objection has been raised. In the unlikely event of such an objection the funds would not be released until a negotiated settlement has been reached or a Court had give direction on the disposal of the funds.

### **CANCELLATIONS**

Once the Artiste and the Employer have entered into an agreement, there is no provision for any cancellation unless agreed by both the Artiste and the Employer, duly notified to Shoreline and confirmed in writing. There are, nevertheless, many instances of Artistes, Employers and even other Agents "cancelling" for a variety of reasons sometimes at little or no notice. This is a breach of contract and can leave the cancelling party open to a claim for compensation.

People often think that if they do opt to cancel an engagement, which they have previously agreed to accept, they do not have to pay a fee to the Agent. Once again, this is a popular misconception. The Agent has already provided his service in the form of telephone calls, preparation of documentation, completion of booking forms, production of publicity material, postage, etc., possibly in conjunction with another agent with whom he has a subsidiary agreement. This service costs money, and if the event is cancelled Shoreline has to do the work all over again in order to confirm the cancellation. Shoreline therefore reserves the right to make a charge against the cancelling party in these circumstances.

Where a deposit or pre-payment has been made, Shoreline will distribute the funds firstly to any cancellation charges agreed and then to any other payments due. Any balance remaining will be returned to the Employer within 7 days, and any balance due must be paid to Shoreline within the same period.

**ILLNESS**

In the event of Illness or Accident resulting in the Artistes being unable to fulfil the engagement, a medical certificate (typically form MED3 available from your Doctor) in the case of illness or third party confirmation (typically an AA or RAC report) in the case of accident or breakdown without injury, must be submitted within 4 (four) days.

Shoreline reserves the right to make a charge equivalent to the commission payable in the event that no such certification has been received within four days, this charge being payable by the Artiste.

**PUBLICITY MATERIAL**

The distribution of artistes / agents publicity material and business cards which include any contact details other than those of Shoreline Entertainments is specifically FORBIDDEN at any venue at which the Artiste has been booked by Shoreline Entertainments. Similarly the artiste must not reveal any telephone number other than a Shoreline Entertainments number at any venue as described above. Shoreline will provide artistes with printed cards for this purpose on request.

**EXTENSION OF BOOKINGS**

Any extension of bookings agreed with and paid for by the Employer will be subject to a similar rate of commission or charge to that agreed for the original contract duration.

**RE-ENGAGEMENTS AND SUBSEQUENT ENGAGEMENTS**

If the Artiste accepts any re-engagement with the Employer / Venue within eighteen months of the completion of the original engagement, either the Artiste or the Employer must inform Shoreline Entertainments within 48 hours. In any event, any re-engagement with the Employer/ Venue within that period shall be deemed to have been negotiated through Shoreline Entertainments and be subject to similar commission or charge. The Terms and Conditions applying to the original contract will apply to all such re-engagements. If the clause is breached, Shoreline Entertainments may seek to recover their loss from either The Employer or the Artiste.

Similarly any additional engagement arising entirely from an engagement negotiated through Shoreline Entertainments must be notified and contracted by Shoreline Entertainments, and a similar commission or charge will be payable by the artiste.

## Terms of Business

1. Shoreline Entertainments may act as an Employment Agency or as an Employment Business, at its sole discretion. The way in which Shoreline Entertainments is acting for each booking will be made clear to all concerned parties prior to the completion of negotiations and will be shown in all documentation issued.
2. When acting as an Employment Agency:
  - a) Shoreline Entertainments acts as negotiator only and is not party to the resulting contract. For this reason Shoreline Entertainments cannot accept responsibility for non-fulfilment or breach of any contract, but every reasonable safeguard is assured. Wherever possible in such cases, Shoreline Entertainments will replace the act or engagement with one of similar price and quality.
  - b) Shoreline Entertainments seeks to negotiate agreements for the Artiste in those branches of the entertainments field for which The Artiste is suited by reason of his talent and ability.
  - c) For the provision of this service Shoreline Entertainments charges a fee equivalent to an agreed percentage of the contracted fee receivable by the Artiste, in accordance with our Commission Policy Statement. Shoreline Entertainments will also collect any applicable tax (for example VAT) which is due under English Law. The charge may be made to either the Artiste or Promoter subject to the negotiated acceptance of the party in question.
  - d) The Fee (commission) is charged only after the provision of the service has been completed. Therefore there is no provision for a refund of commission in any circumstances.
  - e) Where charged to the Artiste, the fee (commission) will still be due if the artiste fails to appear, said non-appearance being as a result of any action or inaction of the artiste.
  - f) Where charged to the Promoter the fee (commission) is normally payable in advance and is always non-refundable.
  - g) Cancellation of any contract negotiated through Shoreline Entertainments is not normally possible without the agreement of all concerned parties. In the event of cancellation by either party without cause of illness or other unavoidable circumstances, Shoreline Entertainments reserves the right to levy a charge of up to 15% of the agreed fee against the cancelling party, to cover the additional expenses involved in the said cancellation. This is in addition to any amounts that may be payable by either party under the terms of the said contract.
  - h) Shoreline Entertainments normally acts as negotiator only and as such may not enter into agreements on behalf of third parties. If at any time Shoreline Entertainments is authorised to enter into agreements on behalf of the Artiste or the Client for any individual booking, such authority will be made to both parties during the negotiation.
  - i) Shoreline Entertainments may receive fees due to the Artiste (for example in the event of a no pickup booking or in the course of arriving at a dispute resolution) but must account to the Artiste for any such payments that it receives.
  - j) Agreements are made separately for each booking, and there is no requirement for any Artiste to accept any booking offered. The Artiste can therefore end the relationship by simply not accepting any further bookings and the Agent can end the relationship by not offering any such bookings.
  - k) If any Artiste seeking employment under a normal non-exclusive agency representation agreement (i.e. who has not signed under a management or sole agency contract) should wish to cease being represented by Shoreline Entertainments and have their name and details removed from any promotional materials issued by the agency they can give a minimum of 30 days notice in writing. From that point no further promotional materials featuring the Artiste will be created, but it must be understood that it is not possible to remove information from hard copy products already published.
  - l) The Artiste will be required to honour any and all contracts negotiated and accepted prior to the expiry of such written notice. The Artiste must undertake to ensure that any ongoing commission or other financial remuneration due is paid to Shoreline Entertainments promptly and in accordance with these Terms of Business.

3. When Acting as an Employment Business:
- a) Shoreline Entertainments is a party to each contract and accepts responsibility for its obligations under the terms of each individual agreement including the obligation to pay the contracted fee to the Artiste when it is due regardless of whether or not Shoreline Entertainments has been paid by its customer.
  - b) The fee payable to the Artiste will be that fee agreed by him or her and duly indicated in the contract.
  - c) No charge other than the contracted fee is made.
  - d) The Artiste will be employed under a contract for services.
  - e) Any contract entered into between Shoreline Entertainments and the Artiste will be for an agreed period (normally one performance) and will not provide for cancellation by either party.
  - f) Since the Artiste will be either self-employed or an incorporated body there is no entitlement to Holiday Pay or any payment in lieu thereof.
4. Commission and monies owed to Shoreline Entertainments shall be remitted within 7 (seven) days of the engagement or as otherwise stated in the written confirmation. This agency reserves the right to deduct monies owed to the agency by any individual Artiste from any monies due to that Artiste, and forward any balance.
5. In order to ensure that there are no non-appearances or let downs, all verbal agreements are confirmed by the signing of a legally binding contract. In the event of very short notice bookings, the written contract may be sent after the event for your records.
6. The display and/or presentation of any Artiste's address and/or telephone number at an engagement negotiated through this agency shall be regarded as a breach of contract, and may render that Artiste liable to pay severe damages in respect of that breach.
7. Any contract negotiated through this agency shall be subject to these terms of business unless agreed in writing between all concerned parties. In particular, any conflicting terms of business shall have no effect with respect to any such contracts. The document "Commission Policy" forms part of these terms, and must be read and construed as such. All contracts to which these conditions apply shall be construed in accordance with English Law.
8. No servant or agent of this agency has the power to vary these terms and conditions.
9. Whenever the context so admits, words importing the singular number shall include the plural and vice versa.

PO Box 236 Barnstaple Devon EX31 4ZJ

Tel: 01271 325931 Fax 0871 242 4740

E-mail [info@shorelineagency.co.uk](mailto:info@shorelineagency.co.uk). Web [www.shorelineagency.co.uk](http://www.shorelineagency.co.uk)

## COMMISSION POLICY

Shoreline Entertainments normally charges its artistes a commission, agreed in advance with the artistes, which is always quoted nett of prompt payment discount.

Unless otherwise agreed Commission is payable by the Artist to Shoreline Entertainments within 7 days of completion of booking, after that 20% will be payable.

Discount may be claimed only if payment is made within seven days of the date of the booking or the date of the artiste's receipt of payment, whichever is the later. It is may be claimed only when an account is in order (i.e. no outstanding amounts are due)

All commissions will be invoiced showing the total amount payable within seven days and as if they were paid later than seven days.

For example, a booking for £100.00 at 10% net would be invoiced at £20.00. A discount of £10.00 would be available for payment within 7 (seven) days, so if the Artiste paid within that time they would only pay £10.00. Similarly a £200.00 split commission booking with commission agreed at 15% nett would be invoiced at £40.00. A discount of £10.00 would be available for payment within 7 (seven) days, so if the Artiste paid within that time they would only pay £30.00.

The date of payment shall be:

- 1) In the case of payment by post, the date of the postmark on the envelope.
- 2) In the case of payment in person, the date on which the amount is physically paid.

All accounts with overdue balances that exceed 30 (thirty) days will be subject to Statutory Interest at the rate approved by the Government from the time together with appropriate Administration Charges.

### **Please Note:**

No responsibility can be accepted for cash posted through our letterbox. If it is stolen or for any reason we do not receive it, you will have to pay again. We therefore recommend that you either pay by cheque, or else ensure that you physically hand your cash to a member of staff or a person whose name you can take to ensure that such payments can be traced.

Monies owing to Artistes via this agency will be paid within seven days of receipt of cleared funds.

PO Box 236 Barnstaple Devon EX31 4ZJ  
Tel: 01271 325931 Fax 0871 242 4740  
E-mail [info@shorelineagency.co.uk](mailto:info@shorelineagency.co.uk). Web [www.shorelineagency.co.uk](http://www.shorelineagency.co.uk)