

Terms and Conditions

Terms and conditions of the Equity Comedians' Contract (also known as the "act as known" contract for comedians) as approved by Equity Comedians' Network, the Variety, Circus and Entertainers Committee of Equity and the Variety and Light Entertainment Council on 5 October 2015

- 1) **The Artist** is self-employed under this contract 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 Artist 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 Artist forthwith, failing which reasonable expenses must be paid.
- 3) **Illness or Accident of Artist** - in the event of illness or accident preventing the Artist from appearing, the Hirer shall be informed at the earliest possible opportunity and, if required by the Hirer, the Artist must provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artist's fee for any performance(s) in respect of which the Artist is unable to perform. **The Artist shall make his best endeavours to assist the Hirer to find a replacement Artist if so requested.**
- 4) **Lateness** – The Artist shall make all reasonable efforts to inform the Hirer and / or other appropriate persons should they be delayed and expect to arrive at the venue later than the agreed time.
- 5) **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.
- 6) **Copyright Infringement** - the Artist 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 Artist'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 Artist shall forthwith change his/ her performance to remove the illegality or objections.
- 7) **Health & Safety** - the Hirer undertakes to provide a safe working environment for the Artist. 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 "in benefit" are covered by a group Public Liability Insurance policy.**
- 8) **Audience Behaviour** – The Hirer will take appropriate action when members of the audience are behaving in a threatening, racist or sexist manner.
- 9) **Harassment** - The Hirer and Artist shall take all reasonable steps to ensure that neither party nor other staff experience harassment in the workplace.
- 10) **Venue Environment** – The Hirer shall provide a clearly defined stage with stage lighting, microphone and PA system unless otherwise agreed. The Hirer shall inform the Artist at the time of booking if the performance is not taking place in a dedicated enclosed space. The Artist shall take appropriate care to prevent damage to the equipment provided by the Hirer or the venue for their use.
- 11) **Exclusive Contract** - The Artist 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. The Artist undertakes to inform the Hirer if he/she has another engagement on any of the dates in this contract even if they do not directly interfere.
- 12) **Recording & Broadcasting** - The Artist 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 Artist 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 Artist. The Hirer will use his/her best endeavours to ensure that members of the audience act similarly.

13) **Prohibition of act by payment of full contractual fee** - provided that the Hirer pays the Artist his/her full contractual fee subject to the Artist 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 Artist's performance.

14. **Cancellation –Cancellation of this contract may only take place by mutual consent which must be confirmed in writing by both parties.**

15) **Travel** – Where the Hirer has agreed to pay the Artist's reasonable travel expenses these shall be reimbursed either on the day of the performance or in advance if such expenses amount to at least 25% of the overall fee and the Artist requires this. The Artist shall be informed in advance if the venue is located in a place involving walking through unlit or unsafe areas so the Artist can make suitable arrangements.

16) **Accommodation** – if the Hirer has agreed to provide accommodation for the Artist then it shall be agreed whether the Hirer will pay this in advance or the Artist will pay then be reimbursed. The accommodation shall be of a reasonable standard and shall be at a reasonable distance from the venue and the Artist shall not be expected to share a room with another person without their express agreement. The cost of travel between the venue and the accommodation shall be paid by the Hirer.

17) **Box Office Split Arrangements** – where the Artist's fee includes a box office split the Hirer shall provide the Artist with full information of the box office returns. In the case of the contract being based on a net box office split the details of any deductions shall also be provided. Such deductions shall normally be limited to VAT, booking fees, credit card commission, PRS and ticket levies unless otherwise agreed. The Artist shall have a right to see original documentation if necessary.

18) **Profit-Share Arrangements** – where the Artist's fee includes a profit-share arrangement the Hirer shall have an open book policy and make available all information on income and outgoings and the Artist shall have a right to see original documentation.

19) **Loss of Property** - it is a condition of this contract that the Hirer is not responsible for loss of, nor damage to, the Artist'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.

20) **Agency** – if this contract was made through an agent the Hirer shall only deduct commission from the Artist's fee with the written consent of the Artist. If the contract was made directly with the Artist then no commission shall be charged or deducted.

21) **Confidentiality:** The Artist and the Hirer agree to respect the confidentiality of all parties to this contract and shall not make any public pronouncements which would be deemed defamatory about the other parties, fellow performers or the venue(s) and their staff. Such 'public pronouncements' include but are not limited to Twitter, Facebook and all other such social media sites. Neither party shall give out the others' contact details without their consent.

22) **Publicity** – The Hirer shall make clear to the Artist the extent to which they are required to publicise their appearance under this contract. The Artist shall make all reasonable efforts to supply the publicity material requested by the Hirer to advertise their appearance.

Fundamental terms which the Artist and Hirer will also agree include:-

Date(s) and Time(s); Fees including any door-splits or profit-share arrangements; Payment method and date; Length of spot; Expected number within line-up; Any technical requirements; Any travel or accommodation arrangements or expenses where applicable.

The Variety and Light Entertainment Council is a body made up of: Equity, Agents' Association, Musicians' Union, Institute of Entertainment and Arts Management, UK Theatre, Society of London Theatre, Association of Circus Proprietors.