

 **▪▪ CONTRACT ▪▪**

**(ALSO KNOWN AS THE “ACT AS KNOWN” CONTRACT)**

 Approved 27 June 2022 by Equity, The Entertainment Agents’ Association and The Variety and Light Entertainment Council.

**This contract must only be used by a member of a constituent organisation of The Variety and Light Entertainment Council**

**Unauthorised use will render this contract null and void**

Contract issued on: ............................................................................... Contract Ref. No: .........................................

**Between:** ............................................................................................... ***The Hirer***

Address: ............................................................................................... Emergency Contact Number……………………….…….

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............................................................................................... .....................................................................................

**And:** ..................................................................................................... ***The Artiste[s]***

Address: ............................................................................................... Emergency Contact Number…………………………….

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**Date[s] of Engagement[s]**:

..........................................................................................................................................

**Total Fee**: ..................................... **Time and Method of Payment**………………………………………………

 …….............................................................................................................................................................................

**Name and Type of Act**: ............................................................................................................................................

**Venue**: ............................................................................................... Telephone Number[s]………………………….

Address: ......................................................................................................................................................................

............................................................................................... .....................................................................................

............................................................................................... .....................................................................................

**Artiste** to arrive by: .....................................................................................................................................................

**Equipment** to be set and sound checked by: .............................................................................................................

**On stage** time[s]: ........................................................................................................................................................

**Duration** of performance (number/length of spot[s]): .....................................................................................................................................................................................

**Musical backing** supplied by: ....................................................................................................................................

**PA** provided by: ..........................................................................................................................................................

**Clauses and conditions**

1) **The Artiste’s** engagement under this contract is such that he/she would normally be treated as self-employed 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 Artiste 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 Artiste forthwith, failing which reasonable expenses must be paid.

3) **Illness** - in the event of accident or illness preventing the Artiste from appearing, the Hirer shall be informed at the earliest possible opportunity and, if required by the Hirer, the Artiste must provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artiste’s fee for any performance(s) in respect of which the Artiste is unable to perform. **The booking Agent shall make his best endeavours to assist the Hirer to find a replacement Artiste if so requested.**

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4) **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.

5) **Infringements** - the Artiste 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 Artiste’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 Artiste shall forthwith change his/ her performance to remove the illegality or objections.

6) **Health & Safety** - the Hirer undertakes to provide a safe working environment. 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 and Musicians’ Union members “in benefit” are covered by the respective group Public Liability Insurance policies.**

7) **Exclusive Contract** - The Artiste 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.

8) **Recording & Broadcasting** - The Artiste 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 Artiste 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 Artiste. The Hirer will use his/her best endeavours to ensure that members of the audience act similarly.

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

10) **Cancellation- Cancellation by either party to this contract may only take place by mutual consent which must be confirmed in writing by both parties.**

11) **Online Performances** - If a scheduled online performance is unable to proceed or is interrupted or delayed due to a technological fault such as equipment ​malfunction, ​mains power, telephonic​ ​or broadband connection, then every endeavour must be made to remedy such a fault within a reasonable timeframe to enable the performance to continue.  If this is not possible and the performance has to be cancelled due to a fault with the Hirer's equipment or connection​, then full payment ​will be ​due to the Artist.  If the performance has to be cancelled due a fault with the Artist's equipment or connection​, ​then no fee will be payable.  Should the fault not be within either the Hirer's or ​the​ Artist's reasonable control, such as a wider connection or power failure​, ​then a mutually agreed date​, where possible, must ​be rescheduled.

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

13) **Agency** - in the event of this contract being made without the intervention of an Agent, the Hirer shall not charge, nor deduct any commission, and in the event of this contract being negotiated through an Agent, the Hirer may only deduct commission for the Agent on the written instruction of the Artiste.

14) **Children’s Entertainers** - If a Children’s Entertainer is engaged under this contract the Hirer shall ensure that an appropriate number of responsible adults is present at all times which shall be at least two in addition to the Artiste.

15) **Confidentiality -** The Artiste and Hirer agree to respect at all times the confidentiality of the business of all parties relating to this engagement including but not limited to the fees and other financial terms and that he/she/they will not engage in any public pronouncements that may be detrimental to the reputation of the Artiste, Hirer, fellow performers or venue/s and their staff. Such ‘public pronouncements’ including but not limited to Twitter, Facebook and all other such social media sites. In the event of a Freedom of Information request any personal data provided to the enquirer shall be in line with Data protection legislation.

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16) **Additional Clauses:**

Continue on separate sheet if necessary.

**Corrections to any of the details on this contract or objections to the above terms must be raised with the issuer immediately.**

**The Agent for the Hirer or the Artiste has not entered into any separate agreement with either party save for the issue of the Commission Note or Statement by the Agent to the Artiste in relation to the engagement.**

**I/we have read and agree the Clauses and Conditions, which form an integral part of this contract above.**

**Signature**: ............................................................................................................ For the Hirer

*(An agent must NOT sign here without signed authority to do so)*

NAME IN BLOCK CAPITALS: ........................................................................................... Date: ................................

**Signature**: ............................................................................................................ For the Artiste

*(An agent must NOT sign here without signed authority to do so)*

NAME IN BLOCK CAPITALS: ........................................................................................... Date: .................................

**Contract issued by**: ......................................................................................................................................................

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**\* Acting in the capacity of an Employment Agent / Employment Business\***

*(\* Delete as appropriate)*

**VLEC Member Organisations:** Equity incorporating the VAF, The Musicians’ Union, The Entertainment Agents’ Association, The Society of London Theatre, UK Theatre Association, The Association of Circus Proprietors of Great Britain, The Institute for Sport, Parks and Leisure and Licensees Unite and Institute of Entertainment and Arts Management.

**This contract is only valid if issued by a member of one of the above VLEC Member Organisations Page 3 of 3**