



## TERMS OF BUSINESS

Guest Acts | Agent to Agent

PART OF RWS GLOBAL

[Name of Agency]  
[Address]

**15 June 2023**

Under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 amended 2010 and 2016 (hereinafter referred to as the Regulations) we are required to issue you with the Terms of Business which we expect you to adhere to when our two agencies deal with each other. As we act in accordance with the Regulations, we expect you to act in the same manner.

We are Members of The Entertainment Agents' Association Ltd and we abide by their Code of Conduct.

We, ted (The Experience Department Ltd) acts as both an Employment Agency and an Employment Business (though never at the same time on any given engagement) and we will inform you of that capacity accordingly. In all engagements between us you must always inform us whether you are acting as an Employment Agency or an Employment Business.

We are GDPR compliant and we collect, retain, store and pass on personal information on Artists, Hirers, Suppliers and other Agents / Agencies in accordance with the General Data Protection Regulations 2018. We are registered with the Information Commissioner's Office (hereinafter referred to as the ICO). Our ICO Registration Number is ZA399184, our Data Protection Controller is Robin Breese-Davies. Likewise, we expect your Agency to be registered and to comply with the ICO's Regulations.

Whether we act as an Employment Agency or an Employment Business and book Artists for / from you, we both agree that we will establish the identity and suitability of the Hirer, Artists, Sub-Agent, Supplier and Venue and that we will check, where possible, any Health and Safety issues likely to arise and research any other information relevant to the engagement.

When acting as Employment Agencies we jointly agree the following:

- A. All Artists fees paid to either of our Agencies will be paid into our Clients Account.
- B. All Artists fees paid into our Clients Account will be paid within 10 days of cleared funds.
- C. All Artists fees will be paid to each other without deduction of commission.
- D. In the case of a single 'one off' engagement, commission may be deducted prior to remittance.
- E. All commissions accruing from the engagement will be split between our two offices.
- F. Commission settlements will be made by no later than the 28<sup>th</sup> day of the month following the month of engagement.
- G. We will operate a 'contra' system in regard to commission, resulting in a nett figure payable to one of us within the time constraints of (F) above.
- H. Artists fees should be paid to us at The Experience Department Ltd. For BACS purposes, Bank Sort Code: 18-00-02, Account No: 07947445.
- I. We can mutually agree to make our own arrangements on items C, D, F and G providing our terms are agreed in writing.

When acting as Employment Businesses we jointly agree the following:

- A. All payment for engagements will be made within 21 days of completion of the engagement (or such time as mutually agreed).



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B. Settlements should be paid to us at The Experience Department Ltd. For BACS purposes, Bank Sort Code: 18-00-02, Account No: 07947445.

Our Artists are advised to carry Public Liability Insurance (PLI) and to have all equipment PAT certified and, where applicable, hold any music license required in order to perform. You warrant that you have advised your Artists similarly.

We jointly agree to respect at all times the confidentiality of the business of all parties relating to this agreement and that we will not engage in any public pronouncements that may be detrimental to the reputation of the Artist, Hirer, Supplier, fellow performers or Venue(s) and their staff. Such 'public pronouncements' including, but not limited to Twitter, Facebook, and all other social media sites.

Please advise us immediately of any concerns with the foregoing, otherwise these are the Terms of Business that will apply to your trading with us, until such times as we mutually agree alternative Terms of Business.

Yours sincerely,

**Robin Breese-Davies**  
EVP  
ted

Acknowledged: .....

Date: .....

Name (block caps): .....

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