

Represented Talent Ltd.

Kemp House
152-160 City Road
London
EC1V 2NX

+44 (0)207 058 0010

www.representedtalent.com

20 July 2018

Dear *****,

We write to advise that the *Conduct of Employment Agencies and Employment Businesses Regulations 2003* (which are referred to hereinafter as *the Regulations*.) came into force on 6th April 2004. Under those *Regulations*, we are required to present you with our Terms of Business and to seek certain information from you (*the Hirer*) and to establish your exact identity.

Would you please be kind enough to complete the attached registration form and return it to us at your earliest convenience either by post or email. Thank you.

We would like to advise you of our Terms of Business as follows:

Represented Talent Ltd acts primarily as an Employment Agency and this letter is to confirm that we work in compliance with *the Regulations* and, as members of the Agents Association (Great Britain), also in accordance with the Associations Code of Conduct.

As an Employment Agency, our position is that we act as Agents for *the Artiste(s)* (who pay us for those services) and, whilst bookings are arranged by us with you, the agreements then coming into force are between you, *the Hirer*, and *the Artiste*.

If we need to act as an Employment Business at any time in arranging *Artistes* for you, then we will document that fact in confirmations or contracts issued for such engagement(s). Under those circumstances, your contract is directly with The Entertainment Department UK Ltd to supply *the Artiste*.

We are obliged to make reasonable enquiries with you as to any Health & Safety risks or other legal requirements applying to you / the venue before supplying a work-seeker (*Artiste*). Equally, we will advise you of any special requirements of any of *the Artiste(s)* we supply and, if applicable, of any risks involved in the presentation of *the Artistes* act.

We confirm that we have/will have obtained authorisation from *the Artiste(s)* to act as their Agent for the purpose of seeking, negotiating and securing engagements, as appropriate to their specific talents, within the entertainment industry.

We confirm to you that we have/will have made all reasonable enquiries with *the Artiste(s)* regarding their suitability and that we have obtained all relevant and necessary information required, as defined in *the Regulations*.

If, after having arranged (an) *Artiste(s)* for you, we are made aware that any such *Artiste(s)* is/are or may be unsuitable for the engagement in question, we are obliged to bring this to your attention and possibly to terminate the engagement.

It may often be the case that, in seeking always to supply the best entertainment for you, we will sub-contract the services of (a) suitable *Artiste(s)* from other Employment Agencies or Employment Businesses. When and if we do so, we will ensure that our Terms of Business with such other Employment Agency or Employment Business are in place before making the booking and that they, in turn, have all required permissions and information necessary from *the Artiste(s)*. We will also document the involvement of such other Employment Agency or Employment Business in contracts/confirmations issued.

All *Artistes* are advised to carry Public Liability Insurance (PLI) and, where applicable, to have their equipment PAT certified. You should please stipulate whether *Artiste(s)* PLI is a necessity for any engagement. We would also similarly expect you to carry appropriate PLI cover & to ensure that all electricity supply points are regularly checked

and are safe for use by *the Artiste(s)*. (If you are hiring a venue, then you should seek such assurances from the venue management).

In the event that the Hirer wishes to cancel the booking, we will make every reasonable attempt to re-engage the Artiste for the date of the performance, but depending on the circumstances, this may not be possible and cancellation charges will therefore apply.

Should any cancellation be made less than 30 days prior to the original date the Engagement(s) were due to take place, the fee in full shall still be payable by the Hirer.

The Artiste may not cancel a booking unless unable to perform due to force majeure (eg national mourning, war, fire, strike or lock-out directly affecting the venue or by order of any licensing or public authority having jurisdiction), illness or strikes and can provide reasonable proof. The Artiste will make every effort to inform us as soon as possible of any need to cancel. Under such circumstances we shall do our reasonable best to provide the Hirer with alternatives to replace the Artiste at no extra cost to the Hirer.

In the event of the Artiste(s) being prevented from presenting their act at any or all performances due to inclement weather conditions or other circumstances beyond the Artiste's control, the fee shall nonetheless remain payable provided the Artiste(s) attend the venue.

It is the responsibility of the Hirer to ensure that the Artiste will be safe and secure during their performance.

If payment is being made to us, cheques in settlement of such monies should be made payable to "Represented Talent Ltd". For BACS purposes, Bank Sort Code: 18-00-02 Account No: 07477937.

If it is agreed that you will be paying *the Artiste(s)* direct on the day of the performance (or as agreed where multiple performances are booked), the person to whom payment should be made will be named on the documentation. The real name of *the Artiste(s)* will, in any case, appear on confirmations / contracts.

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 General Data Protection Regulations 2018. Our registration Number is ZA437377 and our Data Protection Controller is Paul Jenkins.

If there is anything above that you do not fully understand, feel unable to comply with, or are unhappy about for any reason, please contact us on the number above and we will be more than pleased to discuss the matter with you.

We look forward to being of service to you in the future.

Yours sincerely
for Represented Talent Ltd.



Paul Jenkins
Talent Director