

# ELITE MUSIC MANAGEMENT LTD

## STANDARD TERMS AND CONDITIONS

### 1. Definitions

In these Terms and Conditions the following words shall, unless the context otherwise requires, have the following meanings:

“the Agreement”	means the artist Booking Agreement to which these terms and conditions are attached between The Artist and the Promoter;
“the Artist, the Event, the Expenses the Equipment, the Fee and the Promoter”	shall have the respective meanings given to them in the Agreement;
“Elite”	Elite Music Management Limited (acting as an agent for the Artist).

### 2. Fees and Payment

- 2.1 The Promoter shall pay Elite the Fee together with any value added tax payable there on as follows:
- (a) any deposit as set out in the Agreement shall be paid at least forty one (41) days before the Event **in cleared funds**; and
  - (b) the balance of the Fee shall be payable (**on the date of the Event in cleared funds but prior to performance by the Artist**).
- 2.2 The Promoter shall reimburse Elite for all expenses properly incurred by it in providing the services of the Artist under the Agreement including, without limitation, the Expenses.
- 2.3 If the promoter fails to make any payment on the date therefor (**time being of the essence**) then, without prejudice to any other right or remedy available to Elite, Elite shall be entitled:
- (a) by written notice to terminate the Agreement or suspend the services of the Artist to the Promoter;
  - (b) charge the Promoter interest (**both before and after any judgement**) on the amount unpaid at four per cent (4%) per annum above Nat-West Bank plc base rate from time to time from the due date of payment until payment is actually made; and
  - (c) charge the promoter for such sums as are reasonably incurred by Elite or its agents in the recovery of any sums due by the Promoter under the Agreement.
- 2.4 Subject to the provisions of clause 6.1 (b) below (**the Promoter’s right to terminate**) if any of the Artist’s musical composition enters the top ten (10) of any UK and / or European recognised chart listings, after the date of the Agreement but prior to fourteen (14) days before the Event, Elite shall be entitled to increase the Fee to reflect the enhanced commercial standing of the Artist and notify the Promoter accordingly.
- 2.5 Elite will retain its commission or booking fee of at fifteen per cent (15%) of the performance fee from the deposit if the Artist fails to perform through unforeseen circumstances and through no fault of Elite.
- 2.6 In the event of the Artist being unable to perform due to delayed or missed travel connections, through no fault of the Artist then promoter should look to recover any flight contributions from the airline. Elite reserve the right to retain the deposit from the gig on behalf of the Artist.
- 2.7 Elite reserve the right not to cost out or arrange any flight / flight shares until the performance deposit has been received.
- 2.8 The promoter shall pay the travel costs by cleared funds when requested. If cleared funds are not received on time, the promoter will be responsible for any increase in travel costs.
- 2.9 In the event of a promoter pulling out of a travel share, the remaining promoters will be responsible for covering the short fall in travel costs.

**BANK DETAILS FOR DEPOSITS: Supplied on the Elite contract when a booking is confirmed.**

### 3. Duties of Elite (acting as an agent on behalf of the Artist)

- 3.1 Elite shall use all reasonable endeavours to procure that the Artist is available and perform for the Promoter at the Event.
- 3.2 In the event of illness or incapacity of the Artist rendering him / her unable to perform at the Event or in any other case where the Artist has to cancel his / her appearance the Promoter recognises that the liability of Elite shall be restricted to the following
- (a) the provision by Elite of a replacement artist to perform at the Event; or
  - (b) the return by Elite of any deposit, Fee less Elites’ commission at 15%.
  - (c) Under no circumstances shall Elite be responsible for any consequential loss (**such as loss of profits**) to the promoter as a result of the Artist’s failure to perform or fully perform at the Event or on any other grounds whatsoever.

#### 4. **Duties of the Promoter**

4.1 The Promoter shall:

- (a) **pay all Fees and Expenses due under the Agreement or these Terms and Conditions on the date for the payment there of;**
- (b) provide the Artist with at least one car parking space next or adjacent to the exit of the venue at which the Event is to take place;
- (c) provide adequate security at the Event for the benefit of the Artist, his auxiliary personnel and personal belongings and, in this regard, but without limiting the generality of the foregoing, shall ensure that only authorised personnel issued with a valid security pass shall be permitted on or back stage at the Event;
- (d) provide the Artist and his / her auxiliary personnel with their basic food and beverage requirements
- (e) ensure that **no recording** of any description or for any purpose shall be made of the Artist's performance at the Event without Elite's prior written approval;
- (f) provide a first class sound and lighting system acceptable to the Artist for his / her use at the Event incorporating (**without limitation**) those items of equipment set out in the Agreement;
- (g) ensure that there are maintained force in the respect of the Event adequate public liability and property insurance
  - (i) for the Artist's performance, and
  - (ii) in respect of cancellation or non-appearance of the Artist and the Promoter hereby undertakes to produce at Elite's request copies of all policies of insurance and receipts for payment in respect of the same.
- (h) provide Elite and / or the Artist with at least ten (**10**) names for the guest list at the Event.
- (i) be responsible for ensuring that the Event complies with all local noise abatement, noise pollution, noise control, public nuisance or other regulations which may exist, and in the event that any are breached or exceeded whether by the Artist or otherwise to keep Elite and / or the Artist fully effectively indemnified against the same.
- (j) **The promoter should ensure that all working papers, visas are applied and paid for prior to the gig and in plenty of time for the Artiste to receive the original documents via the post for presentation at immigration.** The promoter must provide full instruction of what the artiste needs to do before departure (if anything) / upon arrival at Immigration. Adequate time must be allowed if the Artiste or Artiste's Visa agent needs to get clearance from your Embassy to travel. The promoter should inform Elite of any passport limitations for entry into the country where the performance is to take place.
- (k) The promoter should sign and return the contract and rider within seven (**7**) days of its issue, and no written objection having been made, the terms verbally agreed shall constitute a binding agreement. Elite reserve the right to dissolve the contract and make the Artiste available to other offers for the specified date / s if the contract and rider are not returned in (7) days.
- (l) The promoter shall ensure that Elite are provided with the necessary hotel, driver, playing time information at least four (**4**) weeks before the performance.
- (m) The promoter should ensure that the Artiste / s are returned safely to the airport within plenty of time to catch their flight / s. Failure to do so will result in the promoter been liable for any costs incurred in order for the Artiste / s to arrive at their destination.
- (n) The promoter shall ensure that all licenses, permits and safety certificates are obtained.

#### 5. **Advertising**

5.1 Elite agrees to allow the promoter to advertise the Artist's appearance at the Event limited to the following words:

**“(Name of Artist) (billing info as specified on page one) courtesy of Elite Music Management – [www.elitemm.co.uk](http://www.elitemm.co.uk)”**

save as agreed otherwise in writing between the parties.

5.2 The Artiste shall receive top billing on all press and promotional activities associated with the event

5.3 The Elite logo shall be used on all publicity (downloadable from [www.elitemm.co.uk](http://www.elitemm.co.uk) “logos” page)

5.4 The promoter shall not announce, advertise or promote the performance until this agreement has been fully executed.

#### 6. **Termination / Cancellation**

6.1 This Agreement may be terminated forthwith upon written notice:

- (a) by Elite:

- (i) if the promoter fails to pay on the due date any sum payable under the Agreement (**or any other agreement that Elite has entered into with the promoter**);
- (ii) if the Promoter is in breach of any of the other terms of the Agreement (**including these Terms and Conditions**) which Elite considers material
- (iii) if the promoter, by virtue of any local authority regulation, bye-law or other order, is obliged to restrict sound levels at the Event to a level at which the Artist and / or his / her backing musicians considers will adversely affect the quality of the Artist's performance at the Event to a material degree;
- (iv) if the contract and rider are not signed and returned within seven (7) days of their issue, in which the offer contained within can be withdrawn by Elite. Also see clause 4 (k).
- (v) in the event of war, terrorist activity or health issues (as defined by the world health org) which endangers the Artist, in which case the contract may be declared null and void and the Event rescheduled to a future date.
- (b) by the Promoter:
  - (i) within three (3) days of Elite notifying the Promoter of any fee increase pursuant to clause 2.4 above;
  - (ii) at any time provided that:
    - (a) where the notice is given forty five (45) or more days prior to the date of the Event the Promoter shall pay or forfeit any deposit already owed / paid under the Agreement (**together with any expenses already incurred**) in full;
    - (b) where the notice is given within forty five (45) days of the Event the promoter shall pay the fee (**plus any expenses already incurred**) in full;
    - (c) by either Elite or the Promoter in the event that the other of them:
      - (i) being a company, has a receiver or administrator appointed over all or any part of its assets or undertaking, or passes a resolution for winding up (**or has a court make an order to that affect**) or otherwise enters into a compromise or arrangement with any of its creditors relating to the payment of the debts; or
      - (ii) being an individual, becomes bankrupt, enters into any voluntary arrangements or otherwise makes any compromise or arrangement with any of his creditors relating to the payments of debts.

6.2 on the termination or cancellation of the Agreement for whatsoever reasons all sums due under the Agreement as a result of such termination or cancellation shall become immediately due and payable.

## 7. Non-Solicitation

In consideration of Elite providing the services of the Artist under the Agreement the Promoter hereby agrees that it shall not and shall procure that no person connected with it shall solicit or attempt to solicit the services of the Artist otherwise than through Elite save to the extent that, at the relevant time, Elite no longer manages the performing services of the Artist.

## 8. General

- 8.1 No amendment or other variation of the Agreement or these Terms and Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 8.2 Every provision of the Agreement and these Terms and Conditions is separate and distinct from all of the other provisions and in the event that any provision is or becomes illegal, void or invalid it shall not be to construed against the other provisions nor affect the legality or validity of the other provisions.
- 8.3 In the event of any ambiguity or conflict between the Agreement and these Terms and Conditions the Agreement shall prevail.
- 8.4 Elite as the Agent is only responsible for the placement and cannot be held responsible for breaches of contract by the Promoter and / or the Artiste.
- 8.5 Elite are part of the Federation of International Music Agents. We operate a "Promoter Alert" ,listing promoters it deems have acted in an unprofessional manner. Elite reserve the right to share this information with other like minded companies.
- 8.6 The promoter should keep all the terms and conditions of the agreement secret and confidential.
- 8.7 The Agreement and these Terms and Conditions shall be governed by and construed in all respects in accordance with English Law and all disputes arising with it are subject to the non-exclusive jurisdiction of the English Courts.