



# Guvnor Management

Supplying the very best in Corporate / Private Events & After Dinner Entertainment

## Terms of Business Client

We, Guvnor Management are members of the Agents Association (Great Britain) and trade as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Business Regulations 2003. (As detailed in Statutory Instrument 2003 No. 3319.)

The Buyer/Hirer of the Artiste(s) or Provisions, is referred to as the MANAGEMENT at ALL times in this document. The masculine shall include the feminine and where applicable the singular, the plural and vice versa.

Guvnor Management may act as an employment agency, or as an employment business at its sole discretion. The way in which we act for each booking will be made clear to all concerned parties prior to the completion of negotiations, and will be clearly shown in the documentation issued.

When acting as an employment agency: Guvnor Management acts as a negotiator only and is not a party to the contract. For this reason we cannot accept responsibility for non-fulfilment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, we will replace the act or engagement or artist with one of similar price and quality.

When acting as an employment business Guvnor Management is a party to each contract and accepts responsibility for its obligation under the terms of each individual agreement. No charge other than the contracted fee is made.

Guvnor Management WILL make every effort to ensure that the Performer(s) and/or Supplier(s) attend(s) to comply with the provision of the Contract, but shall NOT be responsible for the Artiste(s) or defaults of his/hers/their(s) performance(s) and/or Supplier(s) which shall be contrary to the provision(s) of the Contract. Guvnor Management shall not under ANY circumstances be responsible for any consequential loss in the event that the performer(s) and/or Supplier(s) fail(s) to attend the engagement for any reason outside of their normal duty of care and their control.

Guvnor Management WILL be required to provide some personal information that you provide to us to the Artiste(s) and/or Supplier(s) aside from this, WE will keep the personal information you provide us on file for our future trading. We WILL NOT otherwise divulge such information to the Artiste(s) and/or Supplier(s) without your express consent.

**HEALTH AND SAFETY:** The Management undertakes to provide a safe working environment for the Artiste(s) and/or Supplier(s) and where electrical equipment is in use at the venue will ensure that regular examinations are carried out. It is also the Management's responsibility to ensure the venue has current Public Liability Insurance and electrical supplies and/or appliances are in a safe condition, which MUST also be PAT (Portable Appliance Testing) certified. NO liability whatsoever attaches to Guvnor Management.

Guvnor Management contracts do not provide for cancellation unless agreed by all parties. CANCELLATIONS, AMENDMENTS AND POSTPONEMENTS MUST be confirmed in writing. Any of the aforementioned must be agreed by all parties, failure by the Management to mitigate the Artiste(s) and/or Supplier(s) a fee of 100% shall become payable IMMEDIATELY. If a suitable replacement performance is found for the same date as the Contracted, at the same fee or more, any such cancellation fee paid WILL be returned. If a lesser performance is found and Contracted, then the difference WILL be deducted and the balance amount of the cancellation fee WILL be refunded. All payments of any cancellations MUST BE made payable to Guvnor Management.

All special Contractual requirements are clearly shown on the Contract under the heading ADDITIONAL CLAUSES. It IS the Management's responsibility to check the same thoroughly and contact Guvnor Management IMMEDIATELY upon receipt, to discuss alterations, deletions or

amendments.

CHILDREN'S ENTERTAINERS : If a Children's Entertainer is engaged, it is a condition that there MUST always be a responsible named adult present whilst the Artiste(s) and/or Supplier(s) performs.

Guvnor Management WILL obtain the written consent of a parent or guardian of any under 18 years of age, before agreeing to supply the Management.

Guvnor Management CANNOT disclose any Data Protection type information on the Artiste(s) and/or Supplier(s) unless agreement to do so is in place (TOB) EXCEPT in the case of legal action.

We are Members of the Agents Association (Great Britain) and reserve the right to advise fellow Members of that Association (via the Council of the Agents Association) if you fail to comply with these Terms of Business. Such disclosures, their content and the form they are in, will be at the discretion of the Agents Association.

If any provision of this agreement should be held invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

This agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

We would appreciate your signing and returning one copy of this document and keeping the other by way of your acknowledgement of its Terms of Business. PLEASE NOTE this document covers all Artiste(s) and/or Supplier(s) supplied from time to time by Guvnor Management to you and are the Terms of Business which will apply to our trading together, whether or not you have signed and returned a copy as requested.

For and on behalf Guvnor Management .....

Acknowledged for and on behalf .....

Name (Block Capitals) .....

Date .....

Guvnor Management, The Red Room  
22 Bryn Derwen, Pontardawe, Swansea, SA84LF  
Tel: 01792 862905 Mobile: 07511 542707  
Email: [info@guvmmanagement.co.uk](mailto:info@guvmmanagement.co.uk)





# Guvnor Management

Supplying the very best in Corporate / Private Events & After Dinner Entertainment

## Terms of Business Artist

We, Guvnor Management are members of the Agents Association (Great Britain) and trade as an Employment Agency in compliance with the Conduct of Employment Agencies and Employment Business Regulations 2003. (As detailed in Statutory Instrument 2003 No. 3319.)

Guvnor Management may act as an employment agency, or as an employment business at its sole discretion. The way in which we act for each booking will be made clear to all concerned parties prior to the completion of negotiations, and will be clearly shown in the documentation issued.

When acting as an employment agency: Guvnor Management acts as a negotiator only and is not a party to the contract. For this reason we cannot accept responsibility for non-fulfilment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, we will replace the act or engagement or artist with one of similar price and quality.

When acting as an employment business Guvnor Management is a party to each contract and accepts responsibility for its obligation under the terms of each individual agreement. No charge other than the contracted fee is made.

Commissions and monies owed to Guvnor Management shall be remitted within 7 days of the engagement or as otherwise stated in the written confirmation. This agency reserves the right to deduct monies owed to the agency by any individual artist from any monies owed to that artist, and forward the balance.

You agree to appear as “act as known “and have provided/undertake to provide the personal details requested by us to enable us, with your agreement, to introduce, negotiate and secure engagements on your behalf.

When an engagement has been negotiated, and accepted by both you and the hirer, a contract, whether verbal or written, then exists. We will issue or arrange the issue of appropriate documentation confirming specific details for each engagement negotiated on your behalf. You will provide your services to us and we will contract directly with any hirer for the provision of your services.

These terms of business together with any specific terms we agree in relation to each such Engagement will be the terms upon which you supply your services to us. The specific terms we agree for each Engagement will, in these terms of business, be called Terms.

When the Terms have been negotiated and accepted by you and us, you will be under an obligation to perform at that Engagement in accordance with the Terms and to provide your services, through us, to the hirer. We will provide you with written confirmation of the Terms for each Engagement you have agreed to undertake. When agreed by you and us the Terms will be incorporated into these terms of business for the purpose of that Engagement.

You will undertake and perform at each Engagement to the best of your ability. In undertaking any Engagement you will comply with the reasonable instructions of both us and the hirer.

You agree that you will refrain from making any adverse, negative or derogatory comments relating to any engagement negotiated by us (however minor), in any form, including postings on social networking sites prior to, during or following any engagement negotiated by us. Failure to comply may lead to cancellation of future engagements and/or legal proceedings by slandered or libelled parties.

This is a contract for services and not a contract of service (ie this is not an employment contract) and it is not intended to form the basis of an employer/employee relationship between you and us.

Accordingly, you are not entitled to any holiday or holiday pay in relation to the provision of your services or your undertaking of any Engagement. If we are required by law or in any agreement with

any union or other body to pay you holiday pay, the Fee will be deemed to include such holiday pay. You are responsible for the payment of any tax (whether PAYE or otherwise), national insurance or other payments on the Fee. It is understood and agreed by both parties, that the Artiste will be self employed and will be responsible for the payment of his/her own National Health Insurance contributions and income Tax which shall accordingly be the liability of the signee. In the event of an Inland Revenue decision to have earnings such as these taxed under Schedule E (employers) the management reserve the right to make this payment nett of Income Tax and national Insurance contribution.

If you do not honour any Engagement or if you do not comply with the terms of the Engagement and your failure to honour or to comply with the terms of such Engagement causes us to lose revenue, you will be required to make good such loss, except where your failure to perform is caused by reason of illness or by "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). In the case of illness you will be expected to provide us with a medical certificate within seven days.

Guvnor Management contracts do not provide for cancellation, Except as otherwise agreed by all parties in writing (or as set out in these terms of business). In the event that any Engagement is cancelled by the hirer, we will use our reasonable endeavours to find an alternative Engagement for you on the night(s) of the original Engagement on similar terms to the Engagement that has been cancelled. If we find any alternative Engagement, you agree to attend that Engagement on the new Terms. In addition, you will use your reasonable endeavours to find an alternative Engagement on those nights. If neither of us are able to find any alternative/replacement Engagement the hirer shall be obligated to pay as follows:  
The Fee less any savings (including but not limited to travel costs) you have made by not attending the Engagement.

When a cancellation is agreed Guvnor Management reserve the right to levy a charge of up to 15% against the cancelling party in order to cover additional costs involved. Any payment made to you by us prior to the Engagement shall be at our discretion and be deemed to be in the form of a loan, repayable immediately on demand, at our sole discretion. You hereby give us permission to reimburse ourselves for any such loan(s) from any Fee we are to pay to you at any time. In the event that you do not perform at any Engagement, you will repay to us such loan(s) within 7days of the date that the Engagement was due to take place. You hereby grant us the necessary permission to collect fees from any engagement and other monies including (but not limited to) expenses, royalties, repeat fees etc on your behalf in relation to any engagements we have introduced, negotiated and/or sourced.

We will keep details of contracts, confirmations and/or letters of agreement for work for which we supply you for 1 year after the completion of the relevant Engagement. Such records may be in written or electronic form.

You consent to us processing both the personal information you provide us with and the information we obtain during our appointment. We will be required (and you agree that we may) provide some or all of the personal information that you provide to us to each potential hirer. Aside from this, we will keep the personal information you provide us on file and will use it only as necessary to secure work for you. We will not otherwise divulge such information to third parties without your express consent except where we are required to make any such disclosure to your professional body, required to make any such disclosure by law or as otherwise set out in these terms of business.

Please note that in seeking suitable work for you, we may offer your services to other agencies and, where appropriate, will authorise such agencies to collect any fees payable in relation to any Engagement and pay it to us. You agree that we may "sub-contract" our services to other agencies and we will endeavour to ensure that the second agency is 'suitable' (as defined by the Regulations). We may provide such second agency with such of your personal details as are required to secure the work in question.

We will use our reasonable endeavours to obtain, and make you aware of, any relevant information and/or issues relating to health and safety and any legal requirements you must comply with in any Engagements we supply you for. You, in turn, undertake to keep us fully informed of any aspects of,

and or changes to, your act or presentation which may have health and safety (or other risk) implications of which we should inform potential hirers.

It is your responsibility to ensure that your equipment (where applicable) is maintained in a safe condition, particularly electrical equipment which should be PAT (Portable Appliance Testing) certified. It is your responsibility to arrange, and keep current, suitable Public Liability insurance. We recommend that this cover should be in the sum of not less than £5,000,000. You will indemnify us from any claim loss or damage that we incur as the result of any act or default by you that ought to be covered by your insurances whither or not you have such cover.

If we negotiate an Engagement for you and we subsequently discover your services will be supplied for that Engagement as a result of a previously engaged artiste taking part in an official strike or official industrial action at the same Engagement, we are required by law to cancel the supply of your services for that Engagement. In such a case we will not pay you the Fee.

Our appointment under these terms of business is non-exclusive and you will be entitled to appoint other agents on your behalf. We do not give you any guarantees as to the level of work or number of Engagements that we will introduce to you. You can terminate our appointment by giving us no less than 30 days notice in writing of your intention to do so. We can terminate our appointment by giving you no less than 30 days notice of our intention to stop acting for you. You will not be entitled to terminate these terms of business (or the relevant Terms) in relation to any Engagement for which you have agreed to provide your services.

If any Engagement requires you to work with any persons under the age of 18, you will, on request, provide us with such additional information as we require to ensure that you are suitable for that position.

This agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

We would appreciate your signing and returning the attached copy of this letter by way of your acknowledgement of its Terms of Business. **PLEASE NOTE** however, that if we introduce and/or negotiate and you accept Engagements from us, then these are the Terms of Business which will apply to our trading together whether or not you have signed and returned a copy of this letter.

Yours sincerely .....Acknowledged ..... Name  
(block caps) ..... Date .....

If you are under 18, the following must be completed:

Date of Birth of applicant ...../...../.....

I am the Mother / Father / Guardian (delete as applicable) of ..... and have custody and control of ..... who lives with me at the above address (or specify other address)

I agree that the terms of business are to the benefit of ..... and are in his/her best interests.

Any restrictions imposed by these terms of business are fair and customary and are outweighed by the advantages immediately and potentially available to .....

Signature ..... Name (block caps) ..... Date  
.....

Guvnor Management, The Red Room  
22 Bryn Derwen, Pontardawe, Swansea, SA84LF  
Tel: 01792 862905 Mobile: 07511 542707  
Email: [info@guvnormanagement.co.uk](mailto:info@guvnormanagement.co.uk)

