

Terms and Conditions

1. DEFINITIONS

The following expressions shall have the following meanings:

- a) "Agent" REDWOOD TALENT MANGAGEMENT, 15 Queen Square, Leeds, LS2 8AJ
- b) "Agreement" means the arrangement for the supply of Artists by the Agency to the Client incorporating these Terms and Conditions.
- c) "Artist" - The performer secured for the Engagement;
- d) "Client" - Any person who employs Services from the Agent;
- e) "Engagement" - The employment or use of the Artist by the Client, or any third party to whom the Client has introduced the Artist, on a permanent or short-term basis under any form of contract or relevant agreement;
- f) "Performance Fee" means the monies due to the Artist from the Client for the Engagement;
- g) "Services" - The agency services required to procure an engagement;
- h) "Special Requirements" means the specific requirements stipulated by the Agent on behalf of the Artist in terms of the Engagement regarding food, accommodation and any other necessities;
- i) "Terms and Conditions" means the terms and conditions (as amended and/or supplemented from time time) of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent.

2. GENERAL

- a) These Terms and Conditions shall apply to the Agreement for the supply of Artists by the Agent to the Client and shall supersede any other documentation or communication between parties.
- b) Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- c) These Terms and Conditions are available on the website at www.redwoodtalent.com
- d) Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- e) The Agent is acting as an Employment Agency and therefore cannot be held responsible for any non-fulfillment or breach of obligations between the Client and the Artist.

3. SERVICES

- a) Any variation to the Services must be agreed by the Agent in writing.

4. PRICE AND PAYMENT

- a) The price for Artists is specified per engagement at the time of booking and is exclusive of VAT and any other charges as agreed at the time of booking.
- b) The Client has the authority to collect any National Insurance Tax due if applicable.
- c) The Client shall pay the Agent the Performance Fee within 30 days of receipt of invoice. (The Performance Fee is non-refundable except in the circumstances described in Condition 5.G)
- d) The Client is responsible for bringing to the attention of the Agent any queries regarding an invoice within 14 days of the receipt of the invoice.
- e) All direct expenses incurred by the Agent and the Artist in connection with the provision of the Services and the Engagement and agreed prior to the engagement will be re-charged at cost or as agreed and are payable by the Client on production of the appropriate receipts.
- f) The Client shall meet the costs of any pre-agreed Special Requirements prior to the Engagement.
- g) The Client will pay interest on all late payments at a rate of 1% per annum above the Bank of England Base Rate. A late payment is defined as monies not received within 30 days after sending the invoice.
- h) The Agent is also entitled to recover all expenses incurred in obtaining payment from the Client where any payment due to the Agent is late.
- i) The Agent and Artist have the right to withhold Services if payment for previous engagements has

not been made within 60 days of Client's receipt of invoice.

- j) The Client is not entitled to withhold or off-set any monies due to the Agent.
- k) The Agent is entitled to vary the price to take account of:
 - i) any additional Services changes requested by the Client which were not included at the time of booking.
 - ii) any reasonable increase in hourly, daily or set rates, if applicable;
 - iii) any overrun of the booked time for the Engagement.

5. CANCELLATION

- a) In the event that the Client cancels an Engagement they will be liable to pay cancellation charges agreed at the time of booking, provided that in any event if an Engagement is cancelled less than 24 hrs before its commencement then a 100% cancellation fee will be charged as well as any properly incurred expenses by the Agent and/or Artist.
- b) The Client must notify the Agent immediately by telephone of any cancellation in order that the Agent may notify the Artist.
- c) Cancellations will not be taken outside of office hours in the form of recorded telephone messages, emails or text messages including weekends and bank holidays.
- d) If the venue provided by the Client is unable to accommodate (no suitable changing area/rest area/secure area) the Artist and the Artist is unable to perform for this reason the Client will be liable for the full Performance Fee.
- e) The Artist may not under any conditions cancel the Engagement unless due to Force Majeure, illness or a breach of Client obligations. In such cases, on provision of reasonable proof, the Artist will not be held in breach of contract by the Client.
- f) In the event of cancellation by the Artist the Agent may substitute a replacement artist, subject to the Client's approval (such approval not to be unreasonably withheld or delayed).
- g) If the Artist cancels the Engagement and a replacement artist cannot be supplied that suits the Client's original requirements.
- h) Any monies paid in advance by the Client must be repaid in full, within fourteen days of the cancellation.

6. CLIENT OBLIGATIONS

- a) The Client agrees to cooperate with the Agent as may be required.
- b) The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Agent for the purpose of providing the Services, except via the Agent.
- b) The Client agrees to treat the Artist politely and in a professional manner.
- d) The Client shall take every reasonable precaution to prevent the Artist being threatened, verbally abused, or physically abused.
- e) The Client agrees that if the Artist is threatened, verbally abused, or physically abused by anyone present at the performance then the Artist will be entitled not to perform, without penalty, and still be paid the full Performance Fee.
- f) The Client is responsible for ensuring that the venue, and any equipment belonging to the Client and used by the Artist, comply with health and safety regulations.
- g) The Client must hold adequate insurance policies in respect of any Engagement.
- h) The Client is responsible for complying with all legal obligations connected with the Engagement of the Artist.
- i) The Client is responsible for obtaining any work permits or other approvals for the Artist prior to the commencement of an Engagement.
- j) The Client is responsible for informing the Agent of working hours at the time of booking and that these working hours will be reasonable. If the booking relates to a child performer, the Client will adhere to the regulating law regarding child working hours.
- k) The Booking Form and these Terms and Conditions must be accepted by the Client in their entirety. By signing the Booking Form, the Client accepts both the Booking Form and these Terms and Conditions.

7. AGENT OBLIGATIONS

- a) The Agent shall supply the Services as specified by the Client at the time of booking.

- b) The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- c) The Agent will provide the necessary permits for all artists under the age of 16yrs in compliance with The Local Authority.
- d) The Agent will take all reasonable steps to provide personnel who behave in an acceptable manner but cannot be held responsible for any poor conduct exhibited by the Artist.
- e) The Agent will hold a copy of the contract relating to the Engagement and will act as the negotiator between both the Client and the Artist.
- f) The Agent shall comply with all regulations and statutory obligations regarding the use and storage of information relating to the Client.

8. CHANGES TO PERFORMANCE SCHEDULE

- a) Any changes to the performance schedule will be subject to these Terms and Conditions.
- b) If changes are required to the performance schedule on the day of the event these changes should be discussed with the Agent where possible, otherwise agreement should be reached between the Client and the Artist.
- c) In the event that the Artist is unable to complete a performance due to a delay in the start of the performance schedule, where such delay is no fault of the Artist, the Client shall remain liable to pay the Artist the full Performance Fee due.
- d) Should the Artist be required by the Client to extend the length of the performance the Agent is entitled to charge the Client a further fee as to be agreed between the parties.
- e) The Agent must be notified of any changes to the fees paid to the Artist by the Client for the Engagement.

9. RE-ENGAGEMENT OF THE ARTIST

- a) The Client must negotiate all future bookings for the Artist directly with the Agent for as long as the Artist is represented by the Agent.

10. TERMINATION

- a) The Agreement shall continue until the Services have been provided or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- b) The Agent may terminate the Agreement if the Client has failed to make any payment due within 90 days of the sum being requested.
- c) Either party may terminate the Agreement by notice in writing to the other if:
 - i) the other party commits a material breach of these Terms and Conditions and, in the case of an immaterial breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - ii) the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - iii) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - iv) the other party ceases to carry on its business or substantially the whole of its business; or
 - v) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- d) In the event of termination the Client must make over to the Agent any payment for work done and expenses incurred up to the date of termination.
- e) Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11. WARRANTY

- a) Both parties warrant their authority to enter into this Agreement and have obtained all necessary

approvals to do so.

12. LIMITATION OF LIABILITY

- a) Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent or Client for death or personal injury or any other liability that is non-excludable as a matter of law.
- b) The Agent shall not be liable for any direct, indirect or consequential loss or damage suffered by the Client or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise.

13. INDEMNITY

- a) The Client shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

14. FORCE MAJEURE

- a) No party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

15. ASSIGNMENT

- a) The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

16. THIRD PARTY RIGHTS

- a) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit of this Agreement.

17. SEVERANCE

- a) If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

18. WAIVER

- a) The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

19. NOTICES

- a) Any notice to be given by either party to the other may be served by email, personal service or by post to the registered address of the other party or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

A notice to Redwood Talent shall be sent to the following address: Attention: Redwood Talent, 15 Queen Square, Leeds, LS2 8AJ, UK.

A notice to the Client shall be sent to the following address: Attention:(address to be supplied)

20. ENTIRE AGREEMENT

A) These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

21. GOVERNING LAW

A) These Terms and Conditions shall be governed by the law, and is subject to the jurisdiction of the Courts of England and Wales.