

TERMS OF BUSINESS

These Terms of Business (Terms) together with our Confirmation (as defined below) form our contract with you.

1. Parties

We are Finest talent, an entertainment agency based at 4 Bankfoot Drive, Cardonald, Glasgow G52 2TD (We/Us/Our). You have provided/undertake to provide us with the correct details requested by us to enable us, with your agreement, to introduce, negotiate and secure bookings for the various entertainers that you require (Engagements). By booking Engagements with this agency, you are gaining Our valuable experience and expertise . These Terms are designed to make clear the expectations between us and any person by, to or for whom we are invited to provide services.

2. Engagements/ Confirmation

- a) We will provide you with written confirmation for each Engagement you have agreed to undertake (Confirmation). Written confirmation includes faxes and emails. These Terms will be incorporated for every Engagement.
- b) In order to secure an Engagement, a deposit of 10% is be required. Deposits are non-refundable, except where an Engagement is cancelled by Us, in which case the 10% deposit will be refunded in full.
- c) Any variations to these Terms or any Engagement after Confirmation may only be made with Our consent in writing. Writing shall include emails and faxes.

3. Instructions and Authority

- a) We would encourage you to give us as complete an instruction as possible, to provide us with all relevant information and to make your intentions and concerns fully known to us at the outset. You should not assume that all the relevant facts are already known to us. We will not be responsible for the consequences of wrong information or times given, inadequate, incomplete, or late instructions.
- b) Where we are engaged by more than one person together, we will be entitled to proceed on the basis that each one has the authority of the others to give instructions and they all accept personal responsibility for the Engagement and our Fees.
- c) Where we are engaged for a company or other body corporate, we will be entitled to proceed on the basis that any director, company secretary, officer or instructing employee is generally authorised to give us instructions.
- d) Where we are engaged for a business carried on in a partnership, we will be entitled to proceed on the basis on that each partner or an instructing employee has the authority of the others to give us instructions.

4. Your Obligations

- a) You undertake to treat the entertainers in a decent manner and to furnish them with a suitable performing area and a clean room or office to change in.

- b) You must provide, or ensure provision of an electrical supply meeting British Safety Standards.
- c) Where the entertainer is expected to wear stage clothing you must provide or ensure that provision of adequate dressing room facilities, toilets are unacceptable.
- d) You must have or ensure that there is current, valid and suitable Public Liability Insurance subsisting for any place of performance. You are responsible for the health and safety of the entertainer during their performance of the Engagement.

5. Cancellation of an Engagement

- a) In the event that any Engagement is cancelled by you, the cancellation charges are as follows:-
 - i. if an Engagement is cancelled less than 6 months, but more than 3 months prior to the date of the Engagement, 25% of the Fee will become payable immediately;
 - ii. if an Engagement is cancelled less than 3 months but more than 6 weeks prior to the date of the Engagement, 50% of the Fee shall become payable immediately;
 - iii. if an Engagement is cancelled less than 6 weeks but more than 3 weeks prior to the date of the Engagement, 75% of the Fee shall become payable; and:
 - iv. if an Engagement is cancelled less than 3 weeks prior to the date of the Engagement, 100% of the Fee will become payable immediately.

6. Strict Confidentiality

- a) Each party agrees to safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party will use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under these Terms. Each party will ensure that its officers and employees and any other persons to whom any confidential information is disclosed comply with the provisions of this Clause 7. a).
- b) The obligations on a party set out in Clause 7. a) above will not apply to any information to the extent that such information is publicly available or becomes publicly available through no default of that party or is required to be disclosed by law.
- c) Each party agrees to comply with its obligations under the Data Protection Act 1998 in respect of any personal data (as defined in the act), which it supplies or receives under or in connection with these Terms.

7. Payment and Fees

- a) The Fee in relation to each Engagement will be set out in the Confirmation. When the cost of the Engagement has been negotiated and verbally agreed between you and Us, you will be under an obligation to accept the agreement and the Engagement in accordance with our Confirmation.
- b) Subject to Clause 7 (Cancellation), payment of fees shall be due within 28 days of invoice.

- c) In the event that we are VAT Registered, all Fees will be subject to VAT and we will issue a valid VAT invoice when payment is due.
- d) Interest shall be payable on any unpaid invoice at 4% over the current Bank of England base rate.
- e) In the event of non-payment of any fees, we reserve our rights under the Late Payment of Commercial Debts (Interest) Act 1998.

8. Changes by Entertainers

- a) If an entertainer notifies us that they cannot perform for whatever reason we will:-
 - i. inform you as soon as possible; and
 - ii. offer you an alternative act to replace them. We will first try to offer you an act of equivalent value. If , however, you choose an alternative entertainer with a higher charge out rate, then we will have to charge you such additional fees as are necessary.
- b) If we fail to agree on an alternative replacement act, you may cancel the Engagement at no cost.

9. Repeat Engagements

- a) In the event that you would like to book an entertainer again following your first Engagement for them, you must do so using Us. You hereby undertake not to directly engage any entertainer involved in an Engagement for further bookings and you hereby indemnify us in respect of ally losses, costs and charges incurred by us as a result of your breach of this Term.
- b) You must inform us immediately in the event that an entertainer involved in an Engagement approaches you to engage them direct.

10. Liability

- a) We will not be responsible for any actions or omissions of third parties which prevent the Engagement being fulfilled.
- b) We will not be liable for any cancelled bookings or any loss suffered as a result.
- c) We disclaim all warranties, except those which are implied by law and cannot be excluded, whether express or implied, including any warranties as to accuracy, completeness of our services or their fitness for a particular purpose. We are dependent on your instructions and information from third parties and have no responsibility or liability where such information proves to be inaccurate or incomplete. We will not be liable for any loss or damages of any nature (whether foreseeable or not and including without limitation loss of profit, business revenue or goodwill) suffered in connection with any Engagement.
- d) You acknowledge that you have not relied on any warranty, representation or undertaking made by or on our behalf or by any person on accepting these Terms.
- e) Neither party shall be deemed to be in breach of these Terms, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-

performance is due to any circumstances beyond the reasonable control of that party including, without limitation, any strike, lockout, or other form of industrial action, accidents, fires, explosion, failure of equipment or machinery, delays in transportation, war, civil commotions, riots, sabotage, applicable legislation and regulations hereunder, interruptions by government, of which it has notified the other party.

- f) Our aggregate liability (inclusive of interest and legal and other costs) in respect of all claims arising under or in connection with these Terms (whether for breach of contract, negligence or otherwise) will not exceed the Fee.

11. Termination

- a) These Terms shall continue in effect for a minimum period of twelve months from the date of Confirmation..
- b) Either party may terminate these an Engagement immediately by serving written notice to that effect on the other party if at any time any one or more of the following events occurs
 - i. the other party makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation otherwise than for the purposes of solvent amalgamation or reconstruction);
 - ii. a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of the property or assets of the other party;
 - iii. anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction or the other party ceases to carry on business;
 - iv. the other party commits a material breach of any of the provisions of these Terms and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.
- c) You will be deemed to have committed a material reach of these Terms which is not capable of remedy where:
 - i. you have failed to pay or ensure payment of any Fee due to us within 28 days of invoice; and/or
 - ii. you have failed on more than two occasions during any six month period to pay or ensure payment of amounts due to us under these Terms by the due date for payment.
- d) Any termination of these Terms will be without prejudice to any other rights or remedies a party may be entitled to under these Terms or at law and will not affect any accrued rights or liabilities of either party, nor the continuance in force of any provision of these Terms which is expressly or by implication intended to continue in force on or after such termination.

12. General

- a) These Terms together with the Confirmation will constitute the entire agreement and understanding between the parties.
- b) You not will be entitled to assign any of your rights or obligations under these Terms without our prior written consent.
- c) We may vary these Terms from time to time by notice in writing.
- d) Nothing in these Terms is intended to constitute any legal partnership between the parties.

e) These Terms will be governed by and construed in accordance with Scots Law and any dispute arising under or in connection with these Terms will be subject to the exclusive jurisdiction of the Scottish Courts.