



AESIR Entertainment
71-75 Shelton Street
Covent Garden
London
United Kingdom
WC2H 9JQ

Terms Of Business

To (insert promoter/venue name) _____

Dated _____

The UK Conduct of Employment Agencies and Employment Businesses Regulations as amended in 2010 and 2016 (Regulations) require us and the agents who are represented by or work within this music agency to provide Standard Terms Of Business in writing to each hirer (promoter/venue) with whom we deal.

Our Standard Terms of Business (attached as Appendix 2) to this document cover those terms set out in the Regulations that we are required to provide to you with in order to comply with these Regulations. All applicable definitions and Additional Terms are set out in Appendix 1 to this document.

These Terms of Business comprise the principal terms under which we will conduct business with you. If we agree any further terms, we will agree these in writing. prevail. Any variation of these Terms of Business or of any such further terms shall only be binding upon us if agreed by a director of this agency in writing.

Signed

For and on behalf of
AESIR Entertainment Limited

Signed

Print Name

For and on behalf of (promoter/venue) who
by signing this warrants that he/she is
authorised to sign on behalf of the
Promoter/Venue

Dated _____



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Appendix 1 DEFINITIONS

Artist - Any artist (which includes any person or group) represented by us with whom you contract or wish to contract in relation to a singular or multiple engagements.

Engagement - Any arrangement or series of arrangements that you will provide for the artist.

Fees - Any payment to be paid by you to the artist including but not limited to any expenses, benefits, guarantees including any VAT or other taxes on such amounts.

Regulations - The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended in 2010 and 2016

Terms of Business - The standard terms of business as set out in appendix 2

We/us/our - AESIR Entertainment Limited
71-75 Shelton Street
Covent Garden
London
United Kingdom
WC2H 9JQ
Company Number 13802251



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Appendix 2

Appendix 2 STANDARD TERMS OF BUSINESS

1 SERVICES

1.1 We are appointed as the agent for the artist

1.2 For the purpose of the Regulations we act on the Artist's behalf as an employment agency not as an employment business.

1.3 We will negotiate and agree with you the terms on which the Artist will perform any Engagement(s) and draw up the agreement between you and the Artist.

1.4 We are not authorised to enter into or sign any agreement with you on the artist's behalf. We will not enter into agreements with the Artist on your behalf.

2 PAYMENTS AND DEPOSITS

2.1 You will on our request pay the whole or any part of the Fees to us on the artist's behalf or to any third party nominated by the Artist and notified by us to you.

2.2 Any fees payable to the Artist for any Engagement(s) will be held by us in our client account (subject to paragraph 2.3) and be payable to the artist per conditions (subject to paragraph 4.1) agreed to between You and the Artist.

2.3 Unless you agree otherwise with the Artist, if you cancel or postpone any Engagement for any reason and the Artist was available to fulfil such Engagement, any Fees for that Engagement will be paid to the Artist (or to us or any third party) immediately on demand.

3 PERFORMANCE

3.1 We are not responsible for the Artist's attendance at any Engagement and we are not required to ensure that the Artist undertakes any obligations you agree with the Artist.

3.2 The Artist is solely responsible for their attendance and their performance at any Engagement.



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Appendix 2 Continued

4 INFORMATION

4.1 You will provide us with the following

- (a) such information as we require to confirm your identity and the identity of your business (including providing scans of your passport(s) or driving licence(s) and/or certificates of incorporation);
- (b) the nature or name of the Artist;
- (c) details and dates of any Engagements for which you wish to engage an Artist together with the nature of the Engagement, the location of the Engagement and the duration of the Engagement;
- (d) details of any risks involved for the Artist in attending and performing at the Engagement (including if you are required to conduct any health and safety assessment, a copy of that assessment);
- (e) any qualifications, regulations and requirements (if any) with which the Artist must comply with;
- (f) details of the Fees (and any expenses) you are prepared to pay the Artist and the payment schedule;
- (g) details of any right for both you and the Artist to cancel or withdraw from any Engagement;
- (h) confirmation of whether you will be acting as an employment agency or employment business (for the purpose of the Regulations); and
- (i) any further information that would be relevant to the Artist agreeing to undertake any Engagement.

4.2 We are obliged to provide the information you provide to us under paragraph 4.1 to any potential Artist.

4.3 Based upon the information you have provided us, we will provide you with details of any legal requirements that must be fulfilled for you to be able to engage the Artist for any Engagement.

4.4 Any information you provided us with will be securely stored for the requisite time period in full accordance with the Data Protection Act 2018



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Appendix 2 Continued

5. TRAVEL

5.1 You are aware that, by the nature of the Engagement, the Artist may be required to travel and live away from home for a period of time. In such case you will provide us with such information in relation to the Artist's travel arrangements and accommodation (if any) as we reasonably require to satisfy ourselves that suitable provisions have been made.

5.2 If you provide (or promise to provide) travel for the Artist to any Engagement, you undertake to us (and will undertake to the Artist) to provide both travel to the Engagement and travel (or travel costs) for the return journey. You will provide any information we request in relation to such travel. If either we or the Artist are required to pay for any such return travel you will pay to us such costs on demand.

6 CANCELLATIONS

6.1 An Artist would not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, order of government or local authority having jurisdiction in the matter or changes in law. However, as Agents we would do our utmost to resolve any issues.

An Artist cancelling in such manner so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance.

6.2 If an Artist cancels for reasons not covered in section 6.1 you may pursue legal or civil action against the Artist in order to recover expenses or seek compensation.



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Appendix 2 Continued

7. GENERAL

7.1. Any Additional Terms referred to in Appendix 1 shall form part of these Terms of Business.

7.2. Both we and you will be entitled to send any notices or other information we are required to give to the other by email to the email addresses set out in Appendix 1.

7.3. We act for the Artist as agent but not as principal and therefore we shall have no liability to you in respect of any breach of or failure by the Artist to observe or perform any terms or conditions of any Engagement or agreement for the same. We will however attempt to settle any disputes between you and the artist swiftly.

7.4. Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to this Agreement other than the Artist.

7.5. These Terms of Business shall be governed by English law and the English Courts shall have exclusive jurisdiction.

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