

MUSICIANPRO LTD

- TERMS OF BUSINESS -

1. With your agreement, we will introduce, negotiate and secure Engagements on your behalf as appropriate to your talent, capabilities and qualifications. 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.
2. We will be entitled to the Commission (set out below) for introducing and / or negotiating such an engagement. Commission will be due on all engagements introduced and / or negotiated on your behalf. You should note that if you do not honour any engagement and your failure to honour such engagement causes a loss of revenue to this Agency, you will be required to pay the commission on the fee you would have received for such engagement except where your failure to perform is caused by reason of illness or by "Force Majeure", as laid down in the VLEC/Equity/Agents' Association Standard Contract (a copy of which will be made available to you upon request). In the case of illness you will be expected to provide us with a Medical Certificate within seven days.
3. We will charge you a commission of 10% payable on any and all engagements introduced, negotiated or secured by us and accepted by you.
4. You will pay the Commission on any Fee paid or payable to you for any renewals and/or extensions of any engagements made on your behalf and on any re-engagement made with any cruise company originally introduced, negotiated and/or secured by Musicianpro Ltd, where such re-engagement is agreed within a twelve-month period. (This period will commence from your 'ship sign off' date on your latest ship assignment negotiated and/or secured by Musicianpro Ltd.)
5. On all engagements you undertake where payment is made directly to you and or any third party on your behalf, Commission is payable to us on any such Fee, on the due date indicated on our invoice / commission note.
6. If your account falls more than 14 days overdue then we will be entitled to charge a late payment fee of £40.00 (for outstanding invoices under £1000.00) and also add interest on a daily basis equivalent to an annual rate of 8% over Bank of England base rate.
7. 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 engagement we have introduced, negotiated and/or sourced. Where any fees are paid to us directly, we will invoice you for the Commission on those fees on receipt of those fees. The Commission will be payable on receipt by you on the invoice. We shall be entitled to deduct our Commission from the Fees and other monies held by us.

8. On any engagement you undertake where payment is made to us then we agree to receive and handle the Fees and any other monies payable to you through our client account. We will pay you any Fees and other such monies within ten days of our receipt of cleared funds, less: (1) any Commission payable on the fees in relation to that engagement; (2) any Commission on any fees in relation to any other Engagement arranged by us where that Commission remains unpaid; and (3) any other monies also properly due to us.

9. Any payment made to you by us prior to our receipt of fees for any engagement shall be at our discretion and be deemed to be in the form of a loan, repayable immediately on demand if the fees are not forthcoming from the cruise company. You hereby give us permission to reimburse ourselves for any such loans made, from any fees or other monies we collect on your behalf at any time.

10. In the event that we have already charged you (or deducted) Commission on an engagement where it transpires that the Fees are not met in full, then we will rebate our Commission (or issue a credit note) on that portion of your Fees that you did not receive through default on the part of the cruise company.

11. It is not our responsibility to recover overdue unpaid monies from any cruise company. Any costs we incur over and above the normal cost of collecting monies from such company (for example: stopped or re-presented cheques) will be chargeable to you. Any other costs we reasonably incur in the collection of monies from a cruise company shall be incurred and charged to you with your prior agreement.

12. We will keep details of financial transactions made on your behalf for 6 years and details of contracts, confirmations and/or letters of agreement for work negotiated on your behalf for 1 year after the relevant engagement. Such records may be in written or electronic form.

13. We will be required to provide some 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 or required to make such disclosure by law. You must be aware that if we receive any information about you that indicates that you may be unsuitable for any engagement, we are under a legal obligation to notify the hirer as soon as we become aware of that information and/or to investigate such information. You will on request provide us with such information and documents as we require to enable us to properly investigate such information.

14. 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 your Fee from hirers and pay them via our Agency. Where we 'sub contract' our services, we will endeavour to ensure that the second agency is 'suitable' (as defined by regulations) and we may provide such second agency with such personal details as are required to secure the work in question.

15. In the event that an engagement negotiated and confirmed for you is cancelled by a hirer, you may have grounds for claiming compensation from such hirer – subject to the legal requirements that you use your best endeavours to mitigate any potential loss. You should note that we act only as your Agents in securing engagements for you and are not a party to the agreement for any engagement. Therefore, in the event you wish to take action to secure compensation, it will be up to you to proceed directly against the hirer. We will assist in such claim (s) only in so far as we will provide you with copies of any notes or documentation that we hold relevant to the cancelled engagement. You should also note that Commission (as detailed in above) will be payable to us on any compensation, net of costs, that you secure in such action.

16. We will use our best endeavours to obtain, and make you aware of, any relevant information and/or issues relating to health & safety and any legal requirements you must comply with in any engagements we negotiate for you. You, in turn, undertake to keep us fully informed of any aspects of, or changes to, your act or presentation which may have health & safety (or other risk) implications of which we should inform potential hirers.

17. 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.



MUSICIANPRO LTD

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