



General Terms of Business for Hirers

Website version



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Thank you for your interest in our services and we look forward to booking you the best value entertainment that money can buy!!

This Website PDF document is produced from our booklet "General Terms of Business for Hirers". Any references to "booklet" "leaflet" or "document" refer to the current printed version which will be provided to you and which would form the legal basis of any agreement to book an artiste. This Website PDF version will not form the basis of any agreement and is provided here for your information only ahead of any booking taking place.

Because of the *Conduct of Employment Agencies and Employment Businesses Regulations 2003* ("the Regulations") which came into force on 6th April 2004, we are now required to present you ("the Hirer") with our General Terms of Business and to seek certain information from you to establish your identity.

Regrettably, even where there is a pre-existing business relationship between us, this now required by law, so please forgive any inconvenience caused to you in completing the information requested, on the enclosed enquiry form. Please return this form to us, in the post paid envelope enclosed, at your earliest convenience. Thank you.

General Terms of Business

The McLeod Agency Ltd acts primarily as an Employment Agency and this leaflet confirms that we work in compliance with "the Regulations" and, as members of the Agents' Association (Great Britain), also in accordance with the Association's Code of Conduct.

As an Employment Agency, our position is that we act as Agents for "the Artiste(s)" (who pay us for those services) and, whilst bookings are arranged by us with you, the agreements then coming into force are between you, "the Hirer", and "the Artiste".

If we need to act as an Employment Business at any time in arranging *Artistes* for you, then we will tell you so at the time of making the booking and will document that fact in confirmations or contracts issued for such engagement(s). Under those circumstances, your contract is directly with **The McLeod Agency Ltd** to supply "the Artiste(s)".

We are obliged to make reasonable enquiries with you as to any Health & Safety risks or other legal requirements applying to you / the venue before supplying any *Artiste(s)* to you. Equally, we will advise you of any special requirements of any of *the Artiste(s)* we supply and, if applicable, of any risks involved in the presentation of *the Artiste's* act / performance.

We can confirm that we have/will have obtained authorisation from *the Artiste(s)* to act as their Agent for the purpose of seeking, negotiating and securing engagements, as appropriate to their specific talents, within the entertainment industry.

We can confirm that we have/will have made all reasonable enquiries with *the Artiste(s)* regarding their suitability and that we have obtained all relevant and necessary information required, as defined in *the Regulations*.

If, after having arranged any *Artiste(s)* for you, we are made aware that any such *Artiste(s)* is/are or may be unsuitable for the engagement in question, we are obliged to bring this to your attention and possibly to terminate the engagement.

It may often be the case that, in seeking as we do always to supply the best entertainment for you, we will subcontract the services of (a) suitable *Artiste(s)* from other Employment Agencies or Employment Businesses. When and if we do so, we will ensure that our Terms of Business with such other Employment Agency or Employment Business are in place before making the booking and that they, in turn, have all required permissions and information necessary from *the Artiste(s)*.

We will also document the involvement of such other Employment Agency or Employment Business in contracts/confirmations issued.

All Artistes are advised to carry Public Liability Insurance (PLI) and, where applicable, to have their equipment PAT certified. You should please stipulate whether *Artiste(s)* PLI is a **necessity** for any engagement. We would also recommend you to carry appropriate PLI cover and to ensure that all electricity supply points are properly checked and are safe for use by *the Artiste(s)*. If you are hiring a venue, then you should please seek such assurances from the venue owners/management.

If payment is being made to us for Artistes' fees, then cheques should be made payable to:
"The McLeod Agency Client Account".

Where we act as an Employment Business, cheques in settlement of fees should be made payable to:
"The McLeod Agency Ltd".

All cheques for deposits on bookings should be made payable to:
"The McLeod Agency Ltd Clients' Deposits".

Our invoice issued for monies due will clearly state the account to which payment should be made.

If it is agreed that you will be paying monies to *the Artiste(s)* directly on the day of the performance (or as otherwise agreed where multiple performances are booked), the person to whom payment should be made will be named on the documentation.

Please accept our apologies for the seeming formality of this leaflet. Our aim is, and always has been that, by dealing through the **McLeod Agency Ltd**, you have access to the very best talent available within your budget and consequently enjoy the most successful function(s) possible.

Formalities aside, we aim to be both friendly and efficient. If there is anything above that you do not fully understand, or are unhappy about for any reason, please contact me (or my co- director, Liz Hugill, on 01482 565444 or by email to info@mcleodagency.co.uk and we will be more than pleased to discuss the matter with you. We look forward to being of service to you in the future and thank you for your patience in reading all this !!

Yours sincerely for **The McLeod Agency Ltd**
Alex Temperton
(Director)

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