



Performance contract

The Artist (please see Condition 1)

Name _____

Address _____

Postcode _____

Telephone _____

Email _____

VAT No _____

The Promoter

Name _____

Address _____

Postcode _____

Telephone _____

Email _____

VAT No _____

The Promoter engages the Artist to perform at the Performance(s) listed below on the following Terms and Conditions (which together with this page form the entire Agreement) and agrees to be bound by this Agreement.

Signed _____ Date _____
(For the Promoter)

The Artist agrees to perform at the Performance(s) listed below on the following Terms and Conditions (which together with this page form the entire Agreement) and agrees to be bound by this Agreement.

Signed _____ Date _____
(For the Artist)

Performance and rehearsals

Performing name(s) or group _____

Performance programme _____

Performance date(s) _____ Time(s) _____ Venue(s) _____

Rehearsal date(s) _____ Time(s) _____ Venue(s) _____
(or see attached schedule)

Fees and expenses

Fees: Performance £ _____ (+ VAT) _____ Total _____

Rehearsal £ _____ (+ VAT) _____ Total _____

Artist's expenses to be paid by the Promoter:
(Please delete which does not apply)

Travel:
Subsistence

Yes/No Accommodation: Yes/No
Yes/No Other: (Please specify)

Fees and expenses to be paid by the Promoter to the Artist either by no later than _____ (date)
or within 28 days of receipt of the Artist's invoice. (Please delete which does not apply)

Publicity

Publicity material (please list) to be supplied by the Artist to the Promoter by _____ (date)

Terms and Conditions

1. If this Agreement applies to a group of performers, the term "Artist" shall be taken to refer to all members of the group jointly and severally.
2. The Artist undertakes to perform at the Performance(s) listed on page 1 and the Promoter shall pay the Artist the agreed Fees and Expenses. Artist's invoice for Expenses shall be accompanied by copies of receipts or other documentary evidence of expenditure.
3. The Promoter may make and receive such charges for admission to the Performance as the Promoter shall determine.
4. The Promoter shall use best endeavours to promote and advertise the Performance and shall consult with the Artist concerning such promotion and advertising. It is the Promoter's responsibility to ensure that, at the Promoter's cost, the Artist's name is afforded due prominence on all advertising and publicity material, and Artist hereby authorises Promoter to use any biography and likeness supplied by Artist.
5. The Artist is required to attend the rehearsal(s) specified on page 1.
6. No rehearsal shall be conducted before an audience without the Artist's prior written consent.
7. (a) The Promoter shall ensure that no part of the Artist's rehearsal or Performance is recorded, reproduced or transmitted without the prior written consent of the Artist and that, where required, the composer's prior consent to the recording or transmission of the Performance has been obtained.
(b) Any BBC broadcast (radio or television) of the Performance to be recorded shall be recorded and broadcast subject to the current agreement between the BBC and the Incorporated Society of Musicians.
8. The Promoter shall not use the Artist's name or likeness for the endorsement of any product or service without the Artist's written consent.
9. The Promoter shall ensure at the Promoter's cost that any monies due to the Performing Rights Society in respect of the Performance are paid.
10. The Promoter shall ensure that the Venue has adequate changing room and cloakroom facilities available for the Artist's use.
11. Promoter shall disclose details of any known risks to the health and/or safety of the Artist during the rehearsal and Performance and will take the necessary steps to prevent or control such risks.
12. Promoter shall ensure that the venue is in possession of an active Public Liability Insurance policy that covers any awards of damages to Artist due to injury of Artist or damage to Artist's property caused by the Promoter or the Venue's employees, agents or guests.
13. The Artist will provide his/her own instrument and/or equipment (which will be adequately insured by the Artist at Artist's own cost) unless otherwise agreed in writing.
14. Artist shall comply with all rules, regulations and agreements relating to health, safety, welfare, first aid and fire prevention that may be in force at the Venue.
15. If the Promoter cancels the Performance, for whatever reason, the Promoter shall immediately notify the Artist of this in writing and pay the Artist a cancellation fee set in relation to the length of notice given prior to the date of the performance:
notice of four weeks or less - 100% of the Fees plus any Expenses incurred;
notice of more than four weeks but not more than 12 weeks - 75% of the Fees plus any Expenses incurred;
notice of more than 12 weeks but not more than 26 weeks - 50% of the Fees plus any Expenses incurred;
notice of more than 26 weeks - 25% of the Fees plus any Expenses incurred.
16. If Fees and Expenses are not paid by the due date on page 1, the Artist shall be entitled to charge the Promoter interest at 2% (two per cent) above NatWest Bank plc's base rate from the due date of payment until payment has been received.
17. If the Artist is unable to fulfil, or is delayed in fulfilling, his/her obligations under this Agreement owing to illness (evidenced by doctor's note) or other circumstances beyond the Artist's reasonable control, the Artist shall inform the Promoter of this fact as soon as is reasonably practical. The Artist will use reasonable endeavours to provide a suitable replacement, but will otherwise be under no further obligation to the Promoter and the Promoter will be under no further obligation to the Artist with regard to the Fee. Such non-fulfilment or delay shall be deemed not to constitute a breach of this Agreement.
18. Both parties acknowledge and agree that nothing in this Agreement shall create an employment relationship between the parties, and Artist shall pay Artist's own taxes including VAT and National Insurance contributions.
19. This Agreement shall be subject to the laws and the exclusive jurisdiction of the courts of the location of the Performance.
OR: [Any disputes arising in respect of this Agreement shall be settled through arbitration through an agreed organisation or individual. The parties reserve the right to issue legal proceedings where a matter has not been finally resolved by arbitration to the satisfaction of both parties, in which case the governing law and jurisdiction shall be those of [England and Wales] [Scotland] [Northern Ireland].