

You and Your Agent



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Introduction

The vast majority of performers employ an agent or personal manager (i.e. employment agencies) who will find them employment and act on their behalf in negotiations for that work.

There are many employment agencies working in the entertainment industry and the law regulates all of them.

This booklet is intended to be a guide on employment agencies and includes details of the legal obligations there are on you and your agent

You will notice that we have used the word “performer” throughout this guide as a collective word for people who work in the entertainment industry and have agents. We recognise there will be Equity members who are, for example, designers, directors, choreographers etc who may not use this term and describe themselves differently. It is not our intention to offend anyone and the information in the guide is relevant to any kind of member who either has or will have an agent.



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a Background

On the 6th April 2004 **The Conduct of Employment Agencies and Employment Businesses Regulations** came into force. These new Regulations set out the legal requirements on agents and personal managers working in the entertainment industry, updating the Employment Agencies Act of 1973. They are intended to ensure that agencies work to a minimum standard of conduct and to provide some protection when dealing with both workers and employers.

The last time the Government looked at the regulation of agencies was in 1973, although there were small amendments in 1975 and 1994. When the Government decided to review the existing Regulations, they took the decision to consult those who use employment agencies. As the Regulations apply to all employment agencies, not just those who act as entertainment agencies, this involved a large number of organisations. As a result the consultation period lasted four years and produced two drafts of the new Regulations.

After the consultation had ended, the Department of Trade and Industry (DTI), who had responsibility for the regulations, met representatives of a number of organisations who took part in the consultation, including Equity, the Agents Association and the Personal Managers' Association. Equity met separately with DTI officials and the then Minister, Alan Johnson, MP, to discuss our specific concerns about the Regulations. A lot of these concerns rested on the fact that the Regulations are generally applicable to all agencies, and not specific to entertainment agents. Entertainment agents act very differently to general employment agents. Their involvement with work-seekers is much more developed and ongoing, and they can have the authority to commit their clients to a particular job.

Following a further round of consultation, the Government produced a final draft of the Regulations that were presented to Parliament in October 2003 and finally came into force in April 2004. These Regulations are now in force and this booklet is intended to tell you what these changes mean for you and your relationship with your agent.

b The Issues

1 Contracts

When you find an agent you are happy with, you will be required to sign an agreement or contract with them. This contract outlines the basic responsibilities that you have towards your agent, and those your agent will have towards you. The Regulations outline a number of requirements on this contract and it is important to ensure that it includes these requirements **before** you sign. These requirements are outlined below, along with a number of details that you ought to know, but do not necessarily need to be included in any formal agreement.

Signing a contract formalises the relationship between you and your agent. Contracts vary in length, but all agencies must operate with them. The content of most contracts is pretty standard but it is very important that you read it carefully before you sign as your signature will be binding and commit you to the contents.

Make sure that your contract stipulates that you give your agent your permission for them to find work on your behalf and that they can enter into an employment contract on your behalf. Without this, your agent cannot legally secure work for you. It must also state that the terms of the agreement cannot be altered without your approval, this is understandably important as it prevents any variation in your contract that might adversely effect you.

Also your contract should state the period or length of notice required for your agent to terminate their relationship with you, and for you to leave the agent. This allows both you and your agent time to deal with any decision of either party to terminate your contractual relationship. Additionally, it will give you both time to deal with outstanding issues such as monies owed. Some contracts may impose long notice periods on you requiring you to give notice of up to 12 months before you can leave the agent. You may have only a short period during each year when you can give notice before being committed to another year or even longer. Make sure you understand and note in your diary any such dates. Alternatively, you may be bound to the agent for several years before notice can be given. It is important you consider these requirements very carefully. If you leave an agent before your agreed term has expired, you may have to pay compensation to the agency. If you have any doubts about whether the terms of a contract are suitable for your needs, contact Equity to discuss your concerns.

As your agent will be acting as a handler for the money you are paid for work, your contract must also give them the authority to receive money on your behalf. This will be used for invoices and other documents so it is important that your contract includes this provision. Additionally, as you will see below, your contract must make reference to fees to be charged for work found by your agent. Your contract must therefore also stipulate:

- a) The agents' commission rate i.e. what percentage or fixed amount; **and**
- b) how it will be is calculated; **and**
- c) what the fee relates to i.e. work found by the agent; **and**
- d) how it will be paid to the agent; **and**
- e) when you will be paid.

On the last point, you and your agent should discuss, before you sign your contract, when you will receive the money you have earned. The Regulations specify that you should receive payment from your agent within ten days after the agent has received the money on your behalf. If the payment to your agent is in the form of a cheque, the ten days begins from the day the cheque clears. However, your agent may suggest that you receive your money at a different time, for example, once a month, as this may be easier for their accounting procedures. You are under no obligation to accept a period of more than ten days and you can insist that you get paid within ten days. If you experience difficulties in coming to an agreement about when you should receive your money, please contact your local Equity office who will be able to advise you on your options.

When you sign the contract, your agent must provide you with a copy of it as well as their terms of business. The latter should take the form of a single document and include details of the type of work your agent will seek to find you and the terms of agreement between you and your agent. Your agent cannot vary the terms of your contract unless you agree to the variation. While it is not compulsory, your agreement should be provided in writing. Any new drafts of your contract should then be sent to you within five business days after the change was agreed.

Some agents may insist on a verbal agreement. While a verbal agreement is no less binding, the Regulations specify that your contract needs to be either in paper form or available electronically. This means that you can insist under the Regulations to have verbal agreements confirmed in writing.

If you do find yourself with an unfavourable agency agreement there are still things you can do. The Regulations provide you with many positive rights regarding your relationship with your agent and many agency agreements are badly worded and may not stand up to legal scrutiny. If you have any concerns or doubts, it is better not to sign and seek advice. Even if you have signed it is not too late to get advice. Please see **section d** of this booklet for contact details for Equity and other organisations that can give you help and advice.

2 Paymentstoagents

One element that makes entertainment agents different to employment agents relates to the charging of fees. Employment agents charge a fee or commission to employers advertising jobs when they are able to fill their vacancies. Entertainment agents, however, charge a fee or commission to the people for whom they find work, and not the employer. This fee is normally an agreed percentage of the amount to be paid by you to your agent for the job the agent has negotiated on your behalf. Your contract should specify how this fee is calculated and how it is to be paid. Fees or commission can range from 10% to 25% of the amount you are paid for the job. The Regulations include certain provisions relating to this fee (see below), but they do not state what that fee should be. If you have any concerns about the amount being charged, particularly if you are unclear what commission is being charged, please contact Equity. The end of this Guide gives you all the contacts you will need.

a) Fees or commission can only be charged from earnings

The Regulations state that an agent's fee must only be charged as a commission from earnings. This means that an agent can only take their fee from money paid to you as a result of work they have arranged for you. Earnings include any money paid for a job, including any residuals or royalties that may be received at a later date. The agent must also make it clear that they are offering their services for a fee.

Some agents claim commission on renewals of engagements a performer secures after the performer has left the agency. The rationale for this is that the agent who secured the first engagement is entitled to commission on all income the performer ever receives because the agent got the original engagement for the performer. Such claims rarely have any legal justification. Do not agree to pay commission on this basis until you have sought legal advice.

b) Agents cannot charge a fee to both the performer and the employer

This part of the Regulations is to ensure that an agent only receives one fee or commission. Agents cannot request commission or any other payment for arranging a job from both you and your employer. Please see the next section on Upfront Fees.

c) Upfront fees and books

There has been a great deal of concern in the entertainment industry about the ability of agents to charge fees to performers before they have found them any work, whether this is in the form of a joining fee or similar payment. The Regulations make it clear that agents are not allowed to charge you any fees except for those as a commission for work they have found you. This means you should not be asked for any money from your agent before they have found you work.

Some entertainment agencies (especially walk on and supporting artist agencies and model agencies) compile details of those people they represent in a 'Book'. This Book will typically include a photograph and possibly a brief career history. In order to include details in an agent's Book, the agent will normally make a charge. Payment to be included in the Book is usually requested by the agent before they will put the people they represent forward for any work. However, inclusion in the Book is no guarantee of employment.

The new Regulations have changed this situation. While you are still likely to be charged for inclusion in a Book before your agent has found you work, you now have certain rights relating to this inclusion. The fee for inclusion in the Book must be no more than the reasonable cost of publishing and circulating it and in proportion to the inclusion of your details. In addition, you are legally entitled to examine a current edition of the Book, free of charge, before you are charged a fee or included in the new edition.

If you are asked for payment to be included in a Book and you are unsure about anything, please contact Equity for advice.

d) Any other services provided by an agent

The Regulations prevent an agent from making it compulsory to use their other services or, hire or purchase goods. This means that if you are presented with a contract that includes a provision requiring you to only use their photographic, training or CV services, you have the legal right to ask them to remove the requirement from your contract **before** signing. Should your agent provide any other services such as photocopying, the Regulations prevent your agent from making it compulsory for you to use them.

If you do decide to use the services provided by your agent, your agent must make clear how much it will cost, to whom the charge is payable, a description of the service and whether any refunds are payable, and how they can be obtained.

3 Workfund

Once your agent has found you work, they must provide you with details of the engagement in writing as soon as possible, but no later than the fifth business day (i.e. not including weekends or Bank Holidays) after the contract was agreed with the employer.

4 Client accounts

An agent who represents a number of performers and therefore handles all of their money must set up a bank account or accounts specifically for that money. The regulations are vastly improved and strengthened on how this should be done, and it is important that you exercise your rights when it comes to the management of your money by your agent.

Agents are required by the Regulations to have a bank or building society account to hold any money that they handle on behalf of a performer, prior to the performer being paid from that account. Any money received by an agent for work undertaken by a performer must be paid into the client account by the end of the second working day (not including weekends or Bank Holidays) after the money was received. Any cheques or bankers' drafts drawn in your name must be sent to you by the end of the second business day after which it was received. Each time the performer receives a payment from their agent, it must come with a statement setting out clearly when the money was received, from whom, the work it relates to and details of any fee or commission or other deductions made by the agent. The performer must receive any money due to them no later than ten days after it has been received by the agency, unless you have agreed to be paid at different intervals, (please see the information about contracts in this booklet).

If an agency holds onto a performers' money for more than thirty days after it has been received by the agency, the agency must give a statement to the performer by the end of the thirty second day and continue to give statements every thirty days until all money held by the agency and owed to the performer is paid

Finally, an agent will be required to make interest payments to a performer when the agent holds money relating to a single client in a client account for more than ten days and you must be notified of any interest earned. As stated above, in your contract it must specify the payment arrangements you and your agent agreed when you joined the agency. This may mean that you get paid within ten days of receiving the money, or on a monthly basis. If you are asked to agree to a longer payment period than this, we would urge you to consider this carefully.

5 Multiple agents

Under the Regulations, you are entitled to register with more than one agent. The Regulations include provisions for performers when you decide to register with more than one agent, such as walk-on and supporting artists. You are entitled to leave your agent by giving the period of notice set out in your contract. The Regulations ensure that an agent cannot threaten or penalise you should you wish to exercise your right to terminate your contract.

However if you choose to only have one agent or if your agent makes it clear that your contract states you will only have one agent and you agree to that arrangement, you are free to sign that contract without breaching the Regulations.

6 Split deals

The Regulations include special provisions that help clarify who has responsibility for securing your work, for ensuring that you get paid and who gets the commission fee when there is more than one agent involved in that arrangement. This is a process called 'Split Deals' and is common in Variety and light entertainment.

Split deals occur when an agent will 'lend' someone on their books to another agency for a specific engagement, or period of time. The provisions within the Regulations that relate to this arrangement make clear the required relationship between the agencies involved and the relationship between the performer and the agencies.

Below is a practical example using two agencies, A and Z, to demonstrate how split deals work.

Example

The Z Agency wishes to "borrow" a performer from the A Agency. The A Agency must firstly establish whether the Z Agency is complying with the requirements of the Regulations. Once the A Agency is satisfied that the Z Agency does comply, the two agencies will need to reach an agreement as to their business relationship and responsibilities.

This will include the responsibility of each agent for the performer whilst they are working for the Z Agency and the responsibility of each agent to payments due to the performer whilst working for the Z Agency. It is the responsibility of the A Agency as the performer's primary agent to agree with the employer that either the performer is paid directly or straight to them. However, the A Agency can agree with the employer that the Z Agency will receive payments due to the performer in which case, the Z Agency must pass on payments due to either the performer or the A Agency (whichever is agreed) within ten days of receiving them, or another period as agreed in the contract.

All the details of the arrangement between the A Agency and the Z Agency must be drafted into an agreement, which must be available on paper and saved electronically. The performer, A Agency and Z Agency must all have a copy of this agreement and once it is finalised, no party is able to amend it or sub-contract out any of their responsibilities in the agreement unless prior consent has been obtained from the performer and both agents. Any change must then be added to the agreement and copies of the amended agreement distributed to all parties.

The example above outlines what will happen if two agents are involved. However, it is not uncommon for more than two agents to be involved in a split deal arrangement. This process is the same for whatever number of agents are involved in securing your work. The main point to remember is that everything has to be agreed in writing and that all parties must have a copy of that agreement. If you have any queries about an arrangement you are involved in, please contact your local Equity office.

7 Keeping records

To ensure that an agency is complying with the Regulations, they are required to keep records. These records should include details of every engagement an agent agrees with an employer and must be kept for at least one year in case they are needed for inspection. Financial records are also required, and all this information should be available for auditing if necessary.

8 Suitability of employment

As you give responsibility to your agent to find work on your behalf, the Regulations have included a number of provisions to protect you in case you are not what the employer expected.

- Your agent must establish exactly who the employer is, as this can be important when making sure you get paid.
- Once this is established, the agent must also reach an agreement with the employer, not only on the terms of your employment regarding pay, but also the location of the work, the length of time you will be expected to work, and if there are any risks involved.
- Additionally, the agent must establish whether the employer has any particular requirements about experience, training or qualifications for the work, whether expenses are payable and what the minimum rate of pay will be.
- A start and finish date must also be established.
- In return, the agent must confirm with the employer your name, whether you meet the employer's requirements and whether you are available to work on the dates required and at the rates proposed.

9 Advertising

The regulations also extend to job advertising. They prevent agencies from advertising for engagements, unless the job is real and they have permission from the employer to advertise. Additionally, the advert must also contain details of the nature of the engagement, rates of pay, the location and experience, training or qualification required to do the job.

10 Co-operative agencies

Just like all other agencies, co-operative agencies are legally obliged to comply with the regulations. They are still employment agencies operating in the entertainment sector and will find performers work in the same way. However, the way a co-operative agency is managed is different to other agencies. Co-operatives organisations of any kind are owned and managed collectively. This means that co-operative agencies allow those people they represent greater involvement in the day to day operation of the business. When a performer joins a co-operative agency, that performer automatically becomes a member of the agency. This gives you a stake in the business and provides you with rights about how the agency is managed. These rights are not available with other types of agencies.

However, to become a member of the agency, the agency will often request a stakeholder donation from you upon joining. This donation buys you a stake in the agency, and allows you to become a full member and gain all the rights that membership allows. The stakeholder donation is set collectively by the agency and will be the same as everyone else's donation. This donation is often requested before you can become a member or before the agency will begin to find you work. However, despite this stakeholder donation being requested in this way, it is not an upfront fee as detailed in section 2(c) of this leaflet where they are fees for work-finding services. This donation only buys you a stake in the agency and unlike other upfront fees, it is returnable if you leave the agency.

Members of a co-operative agency are fully involved in the business. They will have democratic control, and other rights and responsibilities collectively. As a result, the members of the co-operative are often directors of the agency. Therefore when you become a member of a co-operative agency, you will have an immediate right (and duty) to know about all its activities.

11 Walk-on and supporting artists' agents Code of Conduct

Equity is working with the Department of Trade and Industry, the Department for Culture, Media and Sport, BECTU and a number of walk-on and supporting artists agents to develop a self-regulatory system for those agents. This system will be based around an agreed Code of Conduct, which will provide additional protection for performers signing on with agents in this field.

At the time of going to press, the system was being finalised. Equity members will be informed of developments as they occur through the Equity Magazine which is published quarterly.

c Checklist

- ❑ Always read an agency agreement thoroughly, and be sure you understand it properly. If you need advice about the contract please contact Equity **before** signing.
- ❑ Ensure that if you have a verbal agreement, all the relevant topics are covered. You **MUST** get the commission rates and agreement confirmed in writing as soon as possible.
- ❑ Insist you are paid your fees within 10 days of the agent receiving them as is your legal right.
- ❑ Contact Equity or the Employment Agency Standards Office (0845 9555105) if you discover your agent is withholding money, or there are other irregularities. All enquiries will be dealt with in strict confidence.
- ❑ Always check that the agent does not appear on Equity's Special Attention List published in the Equity Journal, usually towards the back, and in the Members Only Area of www.equity.org.uk If your prospective agent is listed then call Equity's Legal Claims Referral's Officer on 020 7670 0225.
- ❑ Consult the Equity standard contract,(see section d of this guide) or get it from our Legal department on 020 7670 0224 and in the Members' Only Area of www.equity.org.uk. This is especially important if you are signing with an agent who does not belong to the Agents' Association, the Personal Managers' Association, the National Entertainment Agents' Council, or the Association of Voice-Over Agents. Details of these organisations are in section e of this Guide.
- ❑ Always inform Membership Records at Equity on 020 7379 6000 or by emailing info@equity.org.uk if you change your agent.

d Sample Agreement

Name, address and logo of agent here

AGENCY AGREEMENT

1 Date

2 Parties:

The Artist.....

Address.....

.....

Telephone

The Agent.....

Address

.....

Telephone.....

3 Scope

The Artist appoints the Agent to be the Artist's sole agent and representative in respect of all work within the scope of this Agreement namely (*Delete whichever does not apply*):

All branches of entertainment OR

Those branches of entertainment listed in Part 1 of Schedule 1 below but excluding those in Part 2 and as the Artist's non-exclusive agent in respect of all work listed in Part 3 of Schedule 1

4 Duration of this Agreement

(*Delete whichever does not apply*)

The appointment of the Agent by the Artist shall come into effect immediately and shall continue until the expiry date of weeks/calendar months written notice by either party to the other OR

for a period of calendar months/years from the date of this Agreement.

5 Agent's Obligations

5.1 To obtain the Artist's express consent before entering into any binding commitment on behalf of the Artist.

5.2 To use best endeavours to promote and advance the career and interests of the Artist and to obtain appropriate engagements and employment for the Artist and other contracts for the exploitation of the Artist's work as may be appropriate and within the scope of this Agreement as provided in Clause 3, and to keep the Artist fully informed of those efforts and the results of them.

5.3 To advise and guide the Artist in all matters to the Artist's career in entertainment, both by periodic unsolicited advice (eg by way of a newsletter sent at least once a year) and by advice specific to the Artist when the Artist so requests.

5.4 To negotiate fees for the Artist at the best rates reasonably obtainable for all engagements and employment of the Artist and for all other contracts for the exploitation of the Artist's work within the Scope of this Agreement (whether or not the Agent shall have been instrumental in obtaining the engagement employment or contract).

5.5 Subject to the Artist's express consent to enter into contracts on behalf of the Artist and to grant licences and consents for the use of the Artist's performances PROVIDED that all contracts of the kind listed in Schedule 2 below shall be signed personally by the Artist.

5.6 To use best endeavours to ensure that all monies are collected which are due to the Artist in respect of work or contracts to which this Agreement applies, whether or not the Agent negotiated the terms on which the work was done or the provisions of the contract.

5.7 If the Artist is registered for Value Added Tax (VAT) and has notified the Agent of that registration to include a claim for VAT in all claims for remuneration for the Artist.

5.8 Within 10 working days of receipt of any monies due to the Artist or as the Artist may by written instruction direct, without any deductions other than the commission due to the Agent and the VAT payable on that commission.

5.9 All monies collected by the Agent on the Artist's behalf shall be forthwith paid into a Client Account, which the Agent will maintain with the Agent's bank, and which will be called a Client Account. This account will not be used for any purpose other than for the holding and paying out of monies on behalf of the Agent's clients and which will not be charged or used as security by the Agent nor exploited by the Agent in any way except that if the Agent's bank shall pay any interest on the credit balance for the time being on such account the Agent shall be entitled to retain such interest.

5.10 After consultation with the Artist to make all appropriate arrangements for the examination of records books and accounts of any other party to a contract to which this Agreement applies for the purpose of calculating the sums due to the Artist.

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5.11 To permit the Artist (or the Artist's representative) to examine all books and documents for the purpose of verifying any statement of account between the Agent and the Artist, or to enable such a statement to be compiled.

5.12 To co-operate with any solicitors instructed by the Artist by the Artist's personal representatives or attorneys) and to provide them with such assistance as they may reasonably require to assist such solicitors in the pursuit of any claim by the Artist (or the Artist's personal representatives or attorneys) relating to the Artist's work to which this Agreement applies or to the Artist's loss of earnings, whether through breach of contract, infringement of copyright, accidental injury or otherwise.

5.13 Not to disclose any information concerning the personal or business affairs of the Artist except for the purpose of promoting the Artist's career and obtaining favourable contract terms, or to the professional advisers of the Artist, or to such other persons who may be lawfully entitled to receive such information.

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6 Artist's Obligations

6.1 Not to engage any other agent in connection with work to which this Agreement applies (as provided in Schedule 1) or the exploitation of such work without the express written consent of the Agent, or until the termination of this Agreement in accordance with Clause 4

6.2 To refer to the Agent all enquiries and approaches concerning such work or its exploitation.

6.3 To use best endeavours:

(a) to keep the Agent informed at all times as to the Artist's current address and telephone number

(b) to maintain a telephone answering machine or service and to ensure that it is operating when the Artist is not available to answer the telephone; and

(c) to check such machine or service for messages at least once on every working week day, except during periods when the Artist shall have notified the Agent that the Artist will not be accessible by telephone.

6.4 To use best endeavours to notify the Agent of all periods when the Artist:

(a) will not be available to undertake engagements or employment unless the reason that the Artist will not be available is an engagement or employment arranged by the Agent (but this exception does not apply to extensions of such engagements or employment of which the Agent may not know); and

(b) will not be accessible by telephone.

6.5 To carry out to the best of the Artist's ability all contracts and engagements, and the duties of all employment to which this Agreement applies.

6.6 To use the Artist's best efforts to act in accordance with the Agent's advice given after consultation between the Agent and Artist with regard to promoting the Artist's career.

6.7 To notify the Agent and to provide full particulars if the Artist is registered for VAT; or if the Artist ceases to be so registered.

7 Warranties

Both parties respectively warrant to the other:

- (a) that they are free to enter into this Agreement and that it does not infringe any other agreement by which either of them is bound;
- (b) that if either party has an interest in any enterprise with which the other is contracting, or proposing to contract, to disclose the fact to the other and to waive or vary the terms for payment of commission as may be just and fair in the circumstances.

8 Commission

(Delete whichever does not apply)

The Agent shall be entitled to commission:

At the rate of..... per cent on all the earnings of the Artist from work to which this Agreement applies. **OR**

At the rates listed in the right hand column of Part 1 of Schedule 1 in respect of all the earnings of the Artist from the types of work there listed

PROVIDED that:

- (a) commission shall not be payable unless and until payment is actually received by the Artist or by the Agent;
- (b) commission shall not be payable in respect of sums paid as reimbursements of the expenses incurred by the Artist in connection with the work;
- (c) if the Agent is registered for VAT, VAT will be payable in addition to the commission;
- (d) "earnings" include, in addition to fees and salaries for work done, residual fees, royalties, licence fees in respect of work to which this Agreement applies even if the sums in question are paid (with the Artist's agreement or by the Artist's direction) to some other person or body, but not reimbursement of expenses incurred by the Artist;
- (e) commission is payable in respect of earnings from work for which the Artist entered into a contract during the appointment of the Agent, even if the work was actually done following its termination: but in respect of residual fees, royalties and licence fees payable in respect of use of the Artist's work commission shall only be payable on sums accruing and due to the Artist for a period of [.....] years following the termination of the appointment.
- (f) if with the consent of the Agent any other agent is involved in procuring work for the Artist, any commission payable to the other agent shall (unless the Artist shall have given his express consent) be paid out of the commission payable to the Agent under this Agreement.
- (g) if the Agent may deduct the commission and the VAT payable thereon from sums received on the Artist's behalf.

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9 Consents

The Artist hereby authorises the Agent to give on the Artist's behalf any consent required under the Copyright Designs & Patents Act 1988 or any statutory amendment or re-enactment thereof.

10 This agreement constitutes the entire agreement between the parties. No statement or representation by either party which is not contained in this Agreement shall be binding. Nothing in this Agreement detracts from the provisions of the Employment Agencies Act 1973 or any statutory amendment or re-enactment thereof.

11 Jurisdiction

This Agreement is governed by the law, and is subject to the jurisdiction of the Courts of England and Wales.

SPECIMEN

SCHEDULE 1

Part 1

Work to which Agreement applies (delete A or B)

Write in the
Commission Rate

(A) All branches of entertainment other than those listed in Part 2

OR

(B) Circus

- Dancing
- Films & video (excluding commercials)
- Films & Video (including commercials)
- Merchandising
- Modelling
- Publishing
- Radio & Audio-recording (excluding commercials)
- Radio & Audio-recording (including commercials)
- Singing or performance of musical works
- StuntPerforming
- Television (excluding commercials)
- Television (including commercials)
- Theatre (performances)
- Theatre (rehearsals)
- Variety or Clubs

SPECIMEN

[Insert other work to which Agreement is to apply as appropriate]

PART 2

[Insert work to which Agreement is not to apply]

PART 3

[Insert work for which Agent is appointed as non-exclusive agent]

SCHEDULE 2

(Clause 5 (5))

Types of contract which shall be signed personally by the Artist *(Add/delete as appropriate)*

- Contracts for live performances at more than one venue or extending over more thanweek(s);
- Contracts involving travel outside the UK;
- Contracts involving horse-riding, sword fighting or otherwise involving foreseeable risk of injury;
- Contracts involving appearance in the nude, semi-nude or simulated sex;
- Merchandising Agreements; Publishing Contracts; Recording Contracts.

Signed by the Agent.....

Signed by the Artist

e Useful Contacts

12 Equity contacts

Head Office and London

Guild House
Upper St Martin's Lane
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WC2H 9EG
tel: 020 7379 6000
fax: 020 7379 7001
info@equity.org.uk

South East England

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tel: 020 7670 022
fax: 020 7670 0265
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North West England

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fax: 0161 839 3133
info@manchester-equity.org.uk

Midlands

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Scotland, N.Ireland and Isle of Man

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fax: 0141 248 2473
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CF1 9SD
tel: 029 20397 971
fax: 029 20230 754
info@cardiff-equity.org.uk

North East England

Nigel Jones
The Workstation
15 Paternoster Row
Sheffield
S1 2BX
tel/fax: 01142 75 746
njones@sheffield.equity.org.uk

Help lines

Film/TV/Radio Helpdesk:
020 7670 0247
Theatre/Variety Helpdesk:
020 7670 0237

www.equity.org.uk

13 Other contacts

Employment Agency Standards

Department of Trade and Industry
UG62
1 Victoria Street
London SW1H 0ET
www.dti.gov.uk/er/agency.htm
tel: 0845 9555105 (local rates)
eas@dti.gsi.gov.uk

Agents Association of Great Britain

54 Keyes House
Dolphin Square
London
SW1V 3NA
www.agents-uk.com
tel: 020 7834 0515
association@agents-uk.com

Personal Managers' Association Ltd

Rivercroft
1 Summer Road
East Molesey
Surrey
KT8 9LX
tel: 020 8398 9796
info@thepma.com

Co-operative Personal Management Association

The Secretary
c/o 1 Mellor Road
Leicester
LE3 6HN
tel: 0116 233 8432
cpmawk@yahoo.co.uk

National Entertainment Agents' Council

PO Box 112
Seaford
East Sussex
BN25 2DQ
tel: 0870 7557 612
wfo@neac.org

The Association of Voiceover Agents

c/o Kate Plumpton
Conway Van Gelder
18-21 Jermyn Street
London
SW1Y 6HP
tel: 020 7287 1070, email
kate@conwayvg.co.uk

Association of Model Agents

122 Brompton Road
London
SW3 1JE
info line: 09068 517 644

Your and Your Agent

