

## GENERAL INFORMATION AND TERMS

This section attempts to explain in plain English the way that Unit One Entertainment as a reputable Agency works, and the specific ways in which the Terms of Business of Unit One and the Agreements between Artistes and Employers affect those concerned.

### CONTRACTS

Contracts may take various forms - verbal, a signed contract, etc., but in ALL cases are legally binding agreements. It is a popular misconception that a contract must include a signature. THIS IS NOT THE CASE.

Unit One believes that all Artistes and Employers are entitled to PROPER WRITTEN CONTRACTS for EVERY booking.

When Unit One issues a Contract, it will clearly identify the Artiste, the Employer, Venue, the Date of the Engagement, the Arrival, Set-Up, Performance Duration and Performance Times, Fee, method and timing of Payment together with any relevant information.

If you think that any of the information is incorrect or unacceptable in some way, you must inform Unit One IMMEDIATELY.

It is also very important that Artistes observe all of the conditions laid down in the contract. For example, late arrival at a venue constitutes a breach of contract and could considerably weaken the Artiste's position in any subsequent dispute with the Employer. Artistes are advised to telephone Unit One and the Employer in the event of a delay or breakdown on the way.

### PRE-PAYMENTS

A pre-payment or booking fee may be necessary for certain artistes and certain types of booking, and in some cases stage payments or a pre-payment may be the preferred option of the Employer. The Employer will be advised if a pre-payment is required at the time of booking, and the booking will only be confirmed once you have agreed to the amount, payment method and due date of the pre-payment and balance.

Unless otherwise agreed with you pre-payments or booking fees will be passed directly to the person, entity or organisation entitled to receive them.

## CANCELLATIONS

Once the Artiste and the Employer have entered into an agreement, there is no provision for any cancellation unless agreed by both Unit One and the Employer, duly notified to Unit One and confirmed in writing.

There are, nevertheless, many instances of Artistes, Employers and even other Agents "canceling" for a variety of reasons, sometimes at little or no notice. THIS IS A BREACH OF CONTRACT and can leave the canceling party open to a claim for compensation.

People often think that if they do opt to cancel an engagement which they have previously agreed to accept, they do not have to pay a fee to the Agent. Once again, this is a popular misconception.

The Agent has already provided his service in the form of telephone calls, preparation of documentation, completion of booking forms, production of publicity material, postage, etc., possibly in conjunction with another agent with whom he has a subsidiary agreement. This service costs money, and if the event is cancelled Unit One has to do the work all over again in order to confirm the cancellation.

Unit One therefore reserves the right to make a charge against the canceling party in these circumstances.

## ILLNESS

In the event of Illness or Accident resulting in the Artiste being unable to fulfill the engagement, a medical certificate from their Doctor in the case of illness or third party confirmation (typically an AA or RAC report) in the case of accident or breakdown without injury, must be submitted within 7 (seven) days.