

FREAK MUSIC TERMS OF SERVICE AS AN EMPLOYMENT AGENCY

WHEN ACTING AS AN EMPLOYMENT AGENCY, Freak Music acts as negotiator only and is not a party to the contract. For this reason, we cannot accept responsibility for non-fulfillment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, we will replace the act or engagement or artiste with one of similar price and quality.

Freak Music charges a fee equivalent to an agreed percentage of the contracted fee receivable by the Artiste. We will also collect any applicable tax (for example VAT) which is due under Scottish Law. The charge maybe made to either the Artiste or Promoter, subject to the negotiated acceptance of the party in question.

Where charged to the Artiste, the fee (commission) will still be due if the Artiste fails to appear, said non-appearance being as a result of any action or inaction of the Artiste.

Where charged to the Promoter, the fee (commission) is normally payable in advance and is always non-refundable.

Cancellation of contracts negotiated through Freak Music is not normally possible without the agreement of all concerned parties. In the event of cancellation by either party without cause of illness or other unavoidable circumstances, we reserve the right to levy a charge of up to 15% against the canceling party, to cover the additional expenses involved in the said cancellation. This is in addition to any amounts that may be payable by either party under the terms of the said contract. None signature or return of the contracts does not constitute a cancellation.

In the event of an agreed cancellation, a fee on the following basis will be charged:

Within 14 days of engagement date - 100% of the agreed fee

Within 15-28 days of engagement date - 75% of the agreed fee

Within 29-42 days of engagement date - 50% of the agreed fee

Over 42 days of engagement date - 25% of agreed fee (Reservation Fee)

The above fees are payable within 7 days of the cancellation being notified to Freak Music in writing. Failure to comply cancels any discount and the fee will then revert to the full 100% of the agreed fee.

In most cases we require a reservation fee to book entertainment. The reservation fee is usually 25% of the total fee. Reservation fees are non-refundable, except when an engagement is cancelled by the artiste in which case all reservation fees will be repaid in full. Freak Music reserves the right to deduct our commission from reservation fees received.

The balance is due 28 days prior to the event, unless otherwise stated.

In order to ensure that there are no non-appearances or let downs, all verbal agreements are confirmed by the signing of a written contract. In the event of very short notice bookings, the written contract may be sent after the event for your records. Non return of duly signed contracts does not constitute cancellation and all verbal agreements will remain in force.

The hirer is to provide a suitable performing area. Unless otherwise agreed the hirer must provide an electrical supply meeting, or exceeding British Standards where electrical equipment is to be used as part of a performance. Where the entertainer is expected to wear stage clothing the hirer must provide adequate dressing room facilities, toilets are unacceptable.

The hirer agrees not to approach the entertainer directly to engage for further bookings, but that all future bookings are made through this office, except where future bookings are to take place in excess of 12 months from the initial performance date.

Any contract negotiated through this agency shall be subject to these terms of business unless otherwise agreed in writing between all concerned parties.

FREAK MUSIC TERMS OF SERVICE AS AN EMPLOYMENT BUSINESS

WHEN ACTING AS AN EMPLOYMENT BUSINESS, Freak Music is party to the contract as the supplier of entertainment. In the event of non-fulfillment or breach of any such contract we will accept responsibility up to the cost of the entertainment only.

Under certain circumstances, i.e. illness, accident or other events beyond our control we may have to replace an act with a substitute of similar price or quality without notice or compensation.

In order to ensure that there are no non-appearances or let-downs, all verbal agreements are confirmed by the signing of a written contract. In the event of very short notice bookings, the written contract/confirmation may be sent after the event, for record purposes.

In the event of an agreed cancellation, a fee on the following basis will be charged:

Within 14 days of engagement date - 100% of the agreed fee

Within 15-28 days of engagement date - 75% of the agreed fee

Within 29-42 days of engagement date - 50% of the agreed fee

Over 42 days of engagement date - 25% of agreed fee (Deposit)

It is an integral part of this agreement that such charges are accepted and will be paid by the due date. Interest of 8% per annum above the prevailing Bank of England base rate will be charged on all overdue accounts.

In order to secure a booking, a deposit equal to 25% + VAT of the total fee may be required. Deposits are non-refundable, except where an engagement is cancelled by us in which case all deposits will be immediately refunded in full.

The balance on any engagement is normally due 28 days before the event takes place unless otherwise agreed in writing. If the entertainment booked for such an event becomes unavailable and we are unable to find a suitable replacement all monies received will be repaid.

All our fees are subject to VAT at the current rate.

The display and/or presentation of any Artiste's address and/or telephone number at an engagement negotiated through this Agency shall be regarded as a breach of contract, and may render the Artiste liable to pay severe damages in respect of that breach.

The hirer is to provide a suitable performing area. Unless otherwise agreed the hirer must provide an electrical supply meeting, or exceeding British Standards where electrical equipment is to be used as part of a performance. Where the entertainer is expected to wear stage clothing the hirer must provide adequate dressing room facilities, toilets are unacceptable.

Invoices will be automatically modified (and if necessary re-issued), as required by Law, to allow for any changes made by Government to taxation regulations. Any such changes are beyond our control and could, in some circumstances, alter the amount that will have to be paid, even after a contract has been negotiated and our fee agreed. For example, if the standard rate of VAT changes. At the time of writing we are not aware of any proposal by Government to change the current taxation regime.

Any contract negotiated through this Agency shall be subject to these terms of business unless otherwise agreed in writing between all concerned parties. In particular, any conflicting terms of business shall have no effect. All contracts to which these conditions apply shall be construed in accordance with Scottish Law.