

ITB | International Talent Booking

Contract Number: SZ17/03754
6th Floor | 9 Kingsway | London | WC2B 6XF
Tel: 0207 637 6979 | ITB.CO.UK

An Agreement made the Friday 12th October 2017

Between **Hull 2017 UK City of Culture**
Pacific Exchange, 40 High Street, Hull HU1 1PS

(hereinafter referred to as the "Promoter") of the one part and

Faith Holgate, Anna Donigan, Lois MacDonald and Sophie Galpin t/a PINS

(hereinafter referred to as the "Artist") of the other part

It is hereby agreed that the promoter engages the artist specified in the Schedule hereto and the Artist agrees to appear on the date(s) and at the venue(s) and for the fee(s) specified in the Schedule hereto and on the terms and conditions contained in the Schedule the Additional Clauses and Artist Rider

Schedule

Artist: **PINS**
Date(s) & Venue(s): **9-Dec-2017 Substance Live, Hull**
Guarantee: **£1,500.00 FLAT FEE + VAT
plus PA, lights, catering, rider (festival conditions apply) + min. 5 guest list places**
Payment Terms: **50% Deposit one month prior to performance date + Balance to ITB AGENCY LIMITED first working day after performance**
Deposit Payable: **By Bank Transfer**
Ticket Prices: **GBP£12.00 adv**
Artist to Play a Minimum: **9-Dec-2017, Substance Live - TBC**
Artist Billing: **Festival Billing**

<u>Date</u>	<u>Venue</u>	<u>City</u>	<u>Country</u>	<u>Saleable capacity</u>	<u>Guarantee</u>
9-Dec-2017	Substance Live	Hull	UK	0	£1,500.00
				Total Contract Guarantee	£1,500.00

**THE ATTACHED ADDITIONAL CLAUSES AND ARTIST RIDER ARE PART OF THIS CONTRACT
SIGN BELOW AND INITIAL ALL ATTACHED PAGES**

SIGNED BY _____

for and on behalf of the Artist

SIGNED BY _____

for and on behalf of the Promoter

This Agency is not responsible for any non-fulfilment of Contracts by Proprietors, Managers or Artists but every reasonable safeguard is assured.

Additional Clauses

1 DEPOSIT PAYMENT

It is agreed and understood that the Promoter shall pay a 50% deposit of the Artist's guaranteed fee (i.e. £750.00 into the following account) no later than one month before the first show.

BANK DETAILS

Swift BIC: BARCGB22
Bank: BARCLAYS BANK PLC
LEVEL 27
ONE CHURCHILL PLACE
LONDON
E14 5HP
Account name: ITB AGENCY LIMITED GBP ARTIST CLIENT
Sort code: 20:03:53
Currency: GBP
Account no: 43776425
IBAN no: GB25 BARC 2003 5343 7764 25
REF: PINS

BALANCE PAYMENT

It is further agreed and understood that the remaining balance (£750.00) plus any percentage earnings due per show shall be paid into the above account on the first working day after each performance, OR by mutual written arrangement with the Artist Tour Manager, Tour Accountant or Agent, in whichever currency is required.

If relevant, the Artist's Tour Accountant or Tour Manager will provide the bank account details at the show settlement on the day of the performance. **THE PROMOTER MUST ALSO SEND TO ITB A BREAKDOWN OF ALL PAYMENTS MADE TO THE ARTIST AND PAYMENTS STILL DUE TO THE ARTIST WITHIN 7 DAYS OF COMPLETION OF THE SHOW(S) SO THE AGENT AND MANAGEMENT CAN SEE WHAT PAPERWORK IS STILL NEEDED**

- 2 The promoter is responsible for payment of all bank charges associated with the transfer of funds due to the Artist so that the monies due are received in full without further deduction.
- 3 Should the Promoter wish to make any alteration or change to the schedule, he/she must first have the prior written consent of the Artist and/or I.T.B. before alterations become validated.
- 4 It is agreed and understood that the Promoter shall be responsible for the safety and security of the Artist and the Artist's representatives, crew, guests, their baggage and equipment for the duration of the engagement(s).
- 5 It is agreed and understood that if, for any reason the engagement(s) is cancelled, the guaranteed artist fee(s) £1,500.00 will still be payable in full to the Artist unless the cancellation is due to the Artist's sole default without cause in which case the Promoter, as the Promoter's sole remedy and in full and final satisfaction of any and all claims the Promoter may have as a result of such cancellation whether pursuant to this Agreement or otherwise, shall be repaid the applicable part of the guarantee for the applicable engagement(s) so cancelled.
- 6 The Promoter agrees to supply I.T.B. and the Artist with an itinerary for the engagement(s). The information is to include full details of the venue address, telephone numbers (to include production office numbers) etc. time schedule and all local contact names and any further information that is relevant to the engagement(s).

This Agency is not responsible for any non-fulfilment of Contracts by Proprietors, Managers or Artists but every reasonable safeguard is assured.

- 7 Promoter agrees to return his/her signed copy of this contract to arrive at ITB by return and not later than 5 days from date of receipt.
- 8 It is further agreed and understood that the PROMOTER will not commit the ARTIST to any personal appearance, interviews, or any other type of promotion without first obtaining the consent of the ARTIST.
- 9 All artwork and/or use of the Artist's name/likeness is to be approved by ITB/the Artist.
- 10 It is agreed and understood that the Promoter will provide the Artist with all possible assistance to avoid any deductions from the Artist's fee(s) that are applicable as a result of legislation by the Promoter's local or national government. When a deduction (artist tax, social insurance, or other) must be applied to the Artist's fee(s) the Promoter will provide official documentation such as tax certificates to the Artist showing details of the deductions and undertakes to pay the appropriate amount of tax to the local Revenue authorities by the relevant due date. The promoter acknowledges that this is his full responsibility.
- 11 Provided that it is legally possible to do so, Promoter shall make arrangements with the Territory's performing societies, actors' groups and/or unions as may be necessary to permit the performances contemplated hereunder, including, if required, enrolment in such societies or groups. Promoter shall be solely responsible for the payment of all performing rights, copyright fees and/or other such fees of a similar nature payable to any such performing rights or copyright society or similar organisation in the Territory. Promoter shall provide documentary evidence to Company following the Show that such fees have been paid by Promoter. Promoter recognises that Artist will be using band, sound, lights and other performing and technical personnel who are from countries other than the Territory.
- 11.1 Any discounts or rebates to promoter, or any associated company of promoter, regarding local performing rights rates, all such monies are to be declared and will go into the income of the event. If these monies are not declared, the company will take legal advice and reserves all legal remedies.
- 12 It is agreed and understood that this contract is only binding for a live performance. The ARTIST reserves the right for their merchandise and any other rights outside the field of live entertainment including without limitation any so-called audio records (in whatsoever formats) and/or audio visual devices (in whatsoever formats) embodying the Artist's performance whether in whole and/or in part. It is further agreed that should the PROMOTER wish to participate in any field of activity outside the live appearance, this shall be by separate negotiation and separate written agreement save that the Artist shall not be obliged to negotiate in this regard.
- 13 In the event that the agreed venue(s) is not available to the Artist, the Promoter has to notify the Artist and/or I.T.B. IMMEDIATELY. Any alternative venues must be approved and must have the same technical and geographical specifications as the agreed venue(s). If the Artist feels that the alternative venue(s) does not meet these requirements (and the Artist shall act reasonably in this regard), the Artist can cancel the engagement(s) with no loss of fee(s) to the Artist.
- 14 Promoter agrees that neither it nor any of promoter's personnel shall sell any tickets or authorise any other person or entity to sell any tickets at a price greater than the face value of the ticket, plus a customary service charge. Without limiting the generality of the foregoing, promoter agrees that neither it nor any of promoter's personnel shall sell or distribute, or allow or permit any other person or entity under promoter's and/or hall management's supervision or control to sell or distribute, tickets to any ticket agency which sells tickets at a price in excess of the face value of the ticket, plus a customary service charge. The face of value of all tickets shall include or reflect any taxes that apply to tickets or admission as mutually agreed on a show-by-show basis. In an effort to minimise ticket re-sale and "scalping," the sale of tickets to the general public shall be limited to a maximum of four (4) tickets per transaction. Promoter shall use all efforts to prevent a single buyer from making more than two purchases. Promoter shall also use all efforts to police and prevent re-sale of tickets by any third party, including without limitation monitoring secondary ticket websites and instituting such safeguards as company may require.
- 15 These 'Additional Clauses' and 'Artist Rider' form an integral part of this contract. Failure to adhere to any part thereof shall constitute a breach of contract, and the Artist shall retain the full right not to appear without prejudice to the fee(s), which must be paid in full. The Promoter agrees to provide fully all the provisions in the Artist's Rider (receipt of which the Promoter hereby acknowledges).
- 16 The Promoter will pay for and provide a first class mutually agreed public address system and monitor system for the show(s), such system to be approved by the Artist's Production Manager. It is hereby agreed and understood that the Production Manager's word is final. In the event that the equipment is not up to the Production Manager's requirements, the Artist will have the right to cancel the engagement(s) with no loss of fee(s) and reserves all rights to claim damages.
- 17 The Promoter will pay for and provide a first class mutually agreed lighting system for the show(s), such system to be approved by the Artist's Production Manager. It is hereby agreed and understood that the Production Manager's word is final. In the event that the equipment is not up to the Production Manager's requirements, the Artist will have the right to cancel the engagement(s) with no loss of fee(s) and reserves all rights to claim damages.

- 18 It is ESSENTIAL, that the Promoter shall inform the Artist as soon as possible prior to the show(s) if any Artist's requirements cannot be fulfilled. It is better that the Artist knows IN ADVANCE of any problems so adjustments can be made to accommodate these problems. On NO account will the Artist be sympathetic to any non-fulfilments the Promoter cannot meet if these non-fulfilments are only discovered on the day of the engagement(s).
- 19 It is agreed and understood that the term 'Nett' shall be defined as all gross income less bonafide show(s) expenses. Legitimate show(s) expenses must be mutually agreed between the Promoter and Artist (or Artist's representative). The Promoter must take careful note of what expenses are attributable to the engagement(s) and therefore incorporated in the definition of 'Nett', and expenses which are his sole liability.
- 20 It is agreed and understood that the Promoter shall provide the Artist with receipts for all his costs and expenses. These should be original receipts from the relevant supplier and not a direct receipt from the Promoter himself. Should any receipt or invoice not be forthcoming, then that expense shall be deemed null and void and shall not be included as a show(s) expense when determining the nett amount for the engagement(s).
- 21 The Promoter agrees to take out Public Liability Insurance cover for this/these concert(s).
- 22 It is agreed and understood that the Promoter shall provide and pay for all catering requirements for the band and crew day and night. Artist/Artist's Tour Manager will advise Promoter of these requirements.
- 23 The Artist will appear as per the following schedule:
Line up: PINS
Venue(s) & Deal: 9-Dec-2017 Substance Live, Hull for the agreed fee(s) of £1,500.00 FLAT FEE + VAT
- 24 Billing clause intentionally deleted.
- 25 Support clause intentionally deleted.
- 26 This Agreement shall be construed and governed in all respects in accordance with the laws of England and the courts of England shall be the courts of jurisdiction.

SIGNED BY _____
for and on behalf of the Artist

SIGNED BY _____
for and on behalf of the Promoter