

ARTIST MANAGEMENT AGENCY

Terms & Conditions and Contract

1.0 Definitions & Interpretation

1.1 In this Agreement and in the schedules the following words and expressions shall have the following meanings unless the context requires otherwise: "the Agreement" means the whole of this Agreement, including each of the schedules and any amendments; "the Commencement Date" means the first date upon which both Parties have duly executed this Agreement; "A Duly Authorized Signatory" shall mean a duly authorized signatory of PWA "A Condition" includes any term of this Agreement which is expressly defined as a condition. The breach of a Condition, by any Party to this Agreement, shall entitle the innocent Party to terminate this Agreement immediately and thereon pursue a claim for damages; "the Parties" shall mean the Parties to this Agreement, namely the Artist and PWA and a "Party" shall be construed accordingly; "the Artist" means the person or persons signing this Agreement. "Representation" means the work undertaken by PWA on behalf of the Artist which includes and is not limited to negotiating Contracts. Booking Show Venues, Marketing and Promoting, closing record and production transactions, acquiring advanced fees where applicable, signing documents and contracts when authorised to do so by the Artist. "VAT" means Value Added Tax, at the prevailing rate, or any similar tax introduced to replace Value Added Tax.

1.2 The headings and sub-headings in this Agreement are included for ease of reference and convenience only and shall not affect its interpretation.

2.0 Appointment of PWA

2.1 The Artist hereby appoints PWA and PWA hereby accepts such appointment, as agent to represent the Artist throughout the world on an exclusive contract upon the terms and subject to the Conditions contained in this Agreement.

3.0 Duration

3.1 This Agreement shall remain in force for 2 years until cancelled pursuant to clause 6.

3.2 Notwithstanding clause 3.1, this Agreement shall terminate without prejudice to the antecedent rights and/or obligations of either Party upon any default in the performance of any

term or provision of this Agreement by the Artist or PWA, provided that such default remains un-remedied for thirty Business Days after notice to the defaulting Party by the innocent Party in accordance with clause 18.

3.3 Notwithstanding clause 3.2, any default by either Party in the performance of any term which is classified in this Agreement as a Condition shall entitle the innocent Party, at that Party's sole discretion, to terminate this Agreement immediately and, thereon, pursue a claim for damages.

4.0 PWA Duties

4.1 PWA will in the normal course of service:

- (a) negotiate contracts for Television, Film, Theatre, Radio and Commercial work assignments.
- (b) arrange the booking of Show Venues, i.e. Clubs, Theatres and other suitable Venues.
- (c) handle full Marketing Promotion for the Artist with materials supplied by the Artist, which includes but is not limited to photos, show reel, voice reel, updated CV, biography
- (d) negotiate Record and Production deals, advance fees pertaining to the aforementioned where applicable
- (e) collect and receive monies due to the Artist from third parties
- (f) sign documents and contracts on behalf of the Artist after consultation with the Artist, with the Artist's written or verbal consent
- (g) promote and protect the interest of the Artist
- (h) give basic information relating to the work sourced if so required, and provide the Artist with possible contacts to approach relating to the work sourced
- (i) negotiate with producers and/or casting agents with regard to contract price of work sourced: and
- (j) present such findings to the Artist by such method of conveyance as defined in clause 18.1 (b).

5.0 Fees

5.1 Fees are payable to PWA by the Artist at the rates shown below in 'Appendix 1: Fees Note.'

Appendix 1: Fees Note

Theatre 20%

Performance fees, overtime, understudy fees, holiday fees, throughout the entire run of the production and on all soundtracks

recording fees: film or television excerpts fees both during the production and on all soundtracks recording fees; film or television excerpts fees both during the production and subsequently.

Films/TV* 20%

(inc Drama/Doc)

Fees and all negotiated use fee percentages thereof, overtime and fitting fees and on all and any future uses or reproductions thereof. Note: 22.5% commission will apply to fees totalling £20,000 or more.

Radio* 20%

Recording, rehearsal and overtime fees and on all repeats and reproductions thereof, including overseas sales.

Promotional Work* 20%

(i.e. Corp. Event/Presenting)

Basic fees, overtime, rehearsal, fitting, recall, travel day and exclusivity fees and on all repeats and reproductions still where applicable thereof and on all overseas sales, still usage, point of sale, use fees, cinema usage and re-negotiated contract fees.

Commercial/Photographic/Still's where applicable/Video* 20%

(i.e. Music Videos/Pop Promos/Corp Videos/idents). Basic studio fees (BSF), overtime, rehearsal, fitting, recall, travel day/ and exclusivity fees and on all repeats and reproductions still where applicable thereof and on all overseas sales, still usage, point of sale use fees, cinema usage and re-negotiated contract fees.

***For total fees under £100, only 10% commission will be deducted**

5.2 Such fees should be paid by the Artist to PWA.

(a) by cheque or transfer or other methods as agreed between the Parties. The Artist will be liable to pay these fees if the work that they undertake was sourced by PWA pursuant to this Agreement.

(b) the Fee is payable in perpetuity upon receipt of payment by the Artist from work sourced by PWA.

(c) should any fees, agency supplement or any other monies be paid directly to the Artist, the Artist is required to account to PWA within seven days of the receipt of such payment, the Fee payable to PWA including any PWA supplements and VAT if applicable.

(d) should the Artist fail to account to PWA with their Fee or other monies, PWA shall be entitled to deduct from future fees or other monies received by them on the Artist behalf the Fee and or other monies payable.
(e) the rights of PWA to collect and receive Fees are assignable.

6.0 Termination

If the Artist wishes to terminate this Agreement, this can be done by giving PWA 3 months notice in writing pursuant to clause 18.

7.0 Limitation on PWA liability:

7.1 PWA shall have no liability for any consequential loss.

7.2 Notwithstanding clause 7.1, the total liability of PWA for any loss of the Artist arising in any year of the Agreement, whether in respect of one event or a series of events, shall be limited to and shall not exceed the aggregate the Fee payable pursuant to clause 5.1.

8.0 Artist's duties and obligations

8.1 The Artist will provide PWA with all necessary material for the promotion and development of the Artist's career, which includes but is not limited to photos, show reel, voice reel, updated CV, biography.

8.2 The Artist hereby agrees to ratify all actions, duties, deeds and other things done by PWA in connection with any contract sourced by PWA, whether or not such actions, duties, deeds and other things are pursuant to this Agreement.

8.3 The Artist hereby agrees:

(a) to fulfil all reasonable appointments, engagements, castings, auditions and shows arranged for them by PWA. For TV, film or theatre auditions, the Artist must give at least 48 hours notice of cancellation. If the Artist fails to do so without a valid reason, the Artist will be charged £5 administration fee ("the Administration fee") for undertaking work to source contracts.

(b) to update PWA with all information that may be of use for the Artist's promotion and development

(c) not to give home, mobile or other contact details to PWA's clients, and not in any way negotiate fees or work with PWA's clients directly.

(d) to allow PWA the right to use the Artist's name and likeness for publicity purposes relating to PWA

(e) not to deliberately or knowingly behave in any manner which would

damage their reputation or that of PWA

(f) to promptly pay PWA all fees due to PWA (plus VAT) in accordance with this Agreement;

(g) to promptly reimburse PWA for all costs, claims payments, expenses or losses (plus VAT) incurred or suffered in relation to this

Agreement (ie contracts sourced pursuant to this Agreement).

(h) not to derogate from this Agreement in any respect

(i) to promptly report all travel receipts and expenses incurred on the job for reimbursement (for contracts that state this)

(j) to promptly report all unavailability, including future unavailable dates.

8.4 The Artist hereby agrees and acknowledges that:

(a) PWA is not responsible for any failure of any contract sourced pursuant to this Agreement to achieve any financial performance expectations; and

(b) PWA will not be held responsible for any information or errors or jobs in information provided by PWA to the Artist in relation to finance, or for any names of contracts provided by PWA to the Artist for the purposes of obtaining finance.

8.5 The Artist's ability for loss to PWA, whether pursuant to this Agreement or otherwise, shall not be limited in any respect.

9.0 Indemnity

9.1 The Artist hereby agrees to indemnify, and undertakes to keep indemnified, PWA in full from and against all actions, claims, costs, damages, expenses, fees, losses, payments, proceedings or liability, whether civil or criminal, suffered or incurred by PWA pursuant to this Agreement (plus VAT on all such sums) including, but not limited to, any legal fees or disbursements incurred by PWA in the course of conducting its duties under this Agreement (plus VAT) on such sums.

9.2 For the avoidance of doubt, the indemnity contained in clause 9.1 shall survive termination of this Agreement.

10.0 Change of name, address, identity or status of PWA

10.1 The Artist hereby acknowledges that this Agreement shall not be affected in any way by a change of name, address, identity or status (including from separate legal personality status to non-separate

legal personality status, or vice versa) of PWA, provided that five Business Days notification of any such change was duly given by PWA to the Artist in accordance with clause 18.

11.0 Commercial Agents Regulations 1993

11.1 For the avoidance of doubt, this Agreement, pursuant to Regulation 2(1) of the Commercial Agents (Council Directive) Regulations 1993, the regulations contained therein do not apply to this Agreement.

12.0 Variation

12.1 This Agreement may be varied, at any time, by the consent of the Parties, provided always that:

(a) any variation may be made in writing and need not be by deed; and
(b) any agreed written variation shall be duly incorporated into this Agreement by way of addendum and shall be valid and of full force and effect as if the variation had originally been contained within this Agreement.

13.0 Assignment

13.1 This Agreement shall be binding on and shall ensure for the benefit of the Artist and PWA and its successors and assignments.

13.2 The Artist may not assign any or all of his rights, obligations, and/or benefits under this Agreement to any other person.

13.3 PWA may assign any or all of its rights, obligations and/or benefits under this Agreement to any Agency at any time.

13.4 PWA shall give notice in writing, to the Artist, if PWA wishes to exercise its right under clause 13.3 above.

13.5 PWA shall be responsible for fees to the other Agent, if PWA wishes to exercise its rights under clause 13.3 above.

14.0 Severability

14.1 Any provision of this Agreement which is held to be invalid, unreasonable or unenforceable, in whole or in part, under any enactment or rule of law, by a court of competent jurisdiction, shall be severed from the remainder of this Agreement and deemed not to form part of this Agreement.

14.2 In the event that any such provision is severed, the enforceability of the remainder of this Agreement shall not be affected by the judgment and this Agreement shall be carried out, as nearly as possible, in accordance with its original terms, conditions and intent.

15.0 Applicable Law and Jurisdiction

15.1 This Agreement shall be governed by and interpreted in accordance with English Law.

15.2 Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the High Court of Justice in England

15.3 Each of the Parties hereby agrees that all proceedings shall be conducted in the English language and, if any translation or interpretation is necessary, the Party requiring such translation or interpretation shall exclusively be liable for all the costs of such interpretation or translation.

16.0 Enforcement

16.1 Any failure by PWA to enforce or to visit on strict performance at any time of any provision of this Agreement:

(a) shall in no way be construed to be a waiver of such provisions; and

(b) shall not affect either the validity of this Agreement or any part of this Agreement or the right of any party to enforce each and every provision in accordance with their terms of this Agreement.

16.2 Subject, as aforesaid, no waiver shall be affective unless specifically made in writing and signed by a Duly Authorized Signatory of PWA.

17.0 Entire Agreement

17.1 Each party acknowledges:

(a) that this Agreement contains the whole agreement between the Parties;

(b) that it has not relied upon any oral or written representations made to it by the other Party or its employees;

(c) that it has made its own independent investigations into all matters relevant to this Agreement:

and

(d) that this Agreement supersedes any prior agreement between the Parties, whether written or oral, and any such prior agreements are cancelled as at the 'commencement Date' but without prejudice or any rights which have already accrued to either of the Parties.

17.2 Nothing in clause 18.0 shall be construed as limiting a Party's ability for fraudulent misrepresentation.

18.0 Notices

18.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed duly given:

(a) if to be given to PWA:

If left at or sent by the recorded delivery service or facsimile transmission or other means of telecommunication in permanent written form to the respective contact details below or other respective offices for the time being as duly notified to the Artist:

PWASSOCIATES

7 Catherine Cottages

Calvert Road

Middle Claydon

Buckinghamshire

MK18 2HA

Tel: 01296 733258

Email: agency@pwacademy.com

Expressly marked for the attention of Emma Peplow-Williams

(b) If to be given to the Artist:

If left at or sent by (i) first class post or airmail or express or other fast postal service (ii) registered post or (iii) the recorded delivery service or (iv) facsimile transmission or other means of telecommunication in permanent written form to the respective addresses shown either at the top of this Agreement or in

schedule 1; or to such other addresses and/or numbers as the Artist may by notice to PWA hereto expressly substitute therefore.

18.2 In providing the giving of a notice by recorded delivery it shall be sufficient to prove that the applicable means of telecommunications was properly addressed and despatched (as the case may be).

18.3 Notice shall be deemed served:-

(a) in the case of notice by the recorded delivery service, not less than three Clear Business Days after the date on which it was posted;

(b) in the case of instant communication, the first business hour on a day that PWA is open for business following the day on which it was transmitted (provided that the transmission itself occurred during normal business hours).

19.0 Partnership or Agency

19.1 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

19.2 Nothing contained in this Agreement shall authorize any Party to act as agent or representative of any other Party or to authorize any Party to assume or create any obligations on behalf of any other Party, except as expressly provided for in this Agreement and PWA shall have no other obligation of any nature to the Artist whatsoever including any implied under statute or by common law by the Artist/PWA relationship. Signing of the Artist Details Form, by the Artist, is mandatory to confirm the Artist has received a copy of and agrees to be bound by PWA Agreement Terms & Conditions.

IMPORTANT POINTS OF PWASSOCIATES ARTIST MANAGEMENT AGENCY CONTRACT

This is an exclusive contract, students are not permitted to audition or attend any Youth Theatre Productions (Rare, BAT, Vivo D'Arte etc) unless they have prior approval by Emma Peplow-Williams.

Spotlight memberships will be run and updated by Peplow-Williams Academy staff. This includes submissions for work, updating of personal information and all photographs. Parents are not permitted to make any amendments to the Webpages. Parents information will be provided to Spotlight for renewal purposes only.

Students with the Agency must not at any time give out personal contact details, nor contact or work directly with anyone without the prior agreement by Emma Peplow-Williams.

Unavailability for castings, auditions or periods of work must be reported to agency@pwacademy.com on a regular basis. This covers school exams, school events, holidays and family events.

The terms and conditions for giving notice to cease your contract with the PWAssociates Agency is 3 months before the renewal date of 1st November (ie 31st July each year). If appropriate notice is not given a £50 Agency exit fee is applicable to cover associated costs incurred by the Agency.

DECLARATION

1. When the company offering your son/daughter work has confirmed their appointment and you have accepted their terms and conditions on you son/daughter's behalf you are legally bound to ensure they attend at the time, days(s) and place specified by the company offering work.
2. You therefore take full responsibility for your son/daughter to arrive in the right place, at the right time as laid out by the company offering the work.
3. When on set it is your responsibility to ensure your son/daughter conducts his/herself in an appropriate manner at all times and wears the school uniform.
4. If the company requests your son/daughter brings any clothing or props, it is your responsibility to ensure they have the items with them as and when required.
5. We cannot be held responsible for the changing of the prearranged time/day etc by the company offering the work, or indeed them changing their mind about hiring your son/daughter – You should be aware that they can change dates with little or no warning.
6. PWA have the right to terminate your son/daughter's contract with the agency without any reason or explanation, written or otherwise, at any time. You will be notified in writing that their contract is terminated.
7. If PWA secure your son/daughter a part for TV/theatre etc, all monies due for that part must continue to come through PWA until that part terminates; even if they leave the agency during that time – Leaving the agency does not release you from your liability to us for your son/daughter's work gained with us.
8. Under no circumstances are you to deal directly with the TV/Film/Theatre Company etc. offering your son/daughter work concerning payments and contracts. Any company wishing to discuss payment or contracts should always be directed to talk to PWA.
9. This is an exclusive contract with PWA Associates; this prohibits you from being represented by any other Agency.
10. If you wish to terminate the contract with PWA on your son/daughter's behalf you must give at least 3 months notice in writing in order to do so.
11. Agency fees are payable to you net of our commission provided all fees owed to PWAcademy Theatre School have been paid in full.
12. If your son or daughter auditions successfully for a part in a 1, 3, 6, 9 or 12 month stage/theatre/film contract, please note they still must attend our stage school, and the fees are still payable on all classes.. Please note that we will not allow any pupils to 'miss' terms or receive discounts on fees, in any circumstances. There will be no exceptions to this clause.
13. **DATA PROTECTION ACT:** By signing below you grant full permission on behalf of your son/daughter for PWA to hold all information supplied by you about your son/daughter on computer and to display relevant information (as discussed with you at the time of joining PWA) on the internet via our website. You also grant permission for that information to be given to all interested parties in order to gain your son/daughter employment. The information will not be given out or disclosed to any other parties for any other reason without your express permission as the parent/guardian.
14. I have read and understood all the terms and conditions attached to this schedule which forms part of this declaration and accept all the terms, scheduled hereto, are binding in law. *NB. This is stipulated on the information permission form which must be completed and signed by you as the parent or guardian at the time of your son/daughter joining PWA.*

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Child's Name: _____

By signing below I agree for my son/daughter to be legally bound by all of the above points until the contract is terminated.

Print Name: _____

Sign: _____

Date: _____