



Registered Company No. 08446026

VAT 417 3476 91

18 Merevale Road,
Atherstone,
Warwickshire,
CV9 2PR
TEL = 07853 328638

Email = excelentertainmentlimited@gmail.com

WEB= www.excelentertainment.co.uk

Facebook=<https://www.facebook.com/Excelentertainmentlimited>

Name and address of act

Date of contract=

Dear Artist,

RE: EVENT SCHEDULE & SUPPLIER AGREEMENT

Thank you for initially agreeing to undertake a confirmed appointment on behalf of our client
(Venue Name)

You find included within this letter your **Event Schedule** and **Supplier Agreement** for the event.

For this event we do require notification of your arrival including feedback at the end of the event
which is detailed in the Event Schedule.

Please carefully read through both Event Schedule & Supplier Agreement and once you are happy to
accept the event, please agree by confirming receipt and replying to info@excelentertainment.co.uk

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Your agreement is confidential and details of FEE, Venue details, Contact details are NOT to be
discussed or supplied to any party.

Personal Promotional material are not to be handed out at any event you have been hired for by
EXCEL ENTERTAINMENT LTD. Business cards are available and all enquiries from venue or 3rd parties
are to be referred to Excel Entertainment Ltd.

If there are any queries please contact us immediately.

Kindest Regards

Michael Day

CEO of Excel Entertainment Ltd

Event Schedule

ARTIST DETAILS		VENUE DETAILS	
Contact		Venue Name:	
Tel		Venue Address:	
ADVERTISEMENT OF OWN SERVICES		Town:	
Business Cards: Agency cards only		County:	
Advertising:		Postcode:	
CLIENT NOTES		Venue Contact:	
Please follow Venue Management Instruction		Venue Tel:	
		PLI Required: y	
		PAT Required: y	
EVENT DETAILS		EVENT NOTES	
Event Date:			
Start Time:			
End Time:			
Event Type:			
Arrive by:			
Setup By:			
Dress Code:			
EVENT DETAILS		PAYMENT NOTES	
Total Fee:			
Payment Type:			
NOTIFICATION REQUIREMENTS			
Arrival: Please send SMS to 07853 328638 (Mick Day) on arrival at the venue			
End of Event: Please send feedback of the event by email to info@excelentertainment.co.uk within 7 days of completing the event.			
AGREEMENT			
On behalf of Excel Entertainment Ltd		On Behalf of Act or Artist	
Name: Michael Day		Name:	

EXCEL ENTERTAINMENT LTD ARE NOT RESPONSIBLE FOR NON-FULFILMENT OF CONTRACT BY ANY PARTY INVOLVED BUT EVERY REASONABLE SAFEGUARD IS ASSURED. IT IS AGREED AND UNDERSTOOD THAT ANY FURTHER ENGAGEMENTS ARISING FROM THIS BOOKING, WHETHER OBTAINED DIRECTLY OR INDIRECTLY, WITHIN 12 (TWELVE) CALENDAR MONTHS OF THE BOOKING FORM DATE AS SHOWN ABOVE, SHALL BE NEGOTIATED VIA THIS AGENCY AND WILL BE SUBJECT TO THE AGENCY'S COMMISSION. CANCELLATIONS WILL ONLY BE ACCEPTED VERBALLY TO MICHAEL DAY AND IN WRITING WHICH MUST BE COMMUNICATED TO THE AGENCY AT LEAST 30 (THIRTY) DAYS PRIOR TO THE DATE OF THE ENGAGEMENT OR PAYMENT WILL BE INVOICED AT FULL RATE. YOUR SERVICES AND CUSTOM ARE VERY MUCH APPRECIATED

Yours Faithfully *Michael Day*

Chairman of Excel Entertainment Limited Ltd

Registered Company No. 08446026

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SUPPLIER AGREEMENT

Between
Excel Entertainment Ltd
And
(Name of Artist)

1. NAME OF PARTIES

1.1 Excel Entertainment Ltd Registered address 18 Merevale Road, Atherstone,
Warwickshire,CV9 2PR (“the company”) Registered Company Number 08446026

1.2 (Name of Artist) (“the supplier”)

2. INTERPRETATION AND DEFINITIONS

- 2.1** Unless the context otherwise requires, references to the singular include the plural and reference to the masculine include feminine, and vice versa
- 2.2** The headings contained in this Supplier Agreement are for the convenience only and do not affect their interpretation.
- 2.3** “Assignment” means the service(s) specified in the Event Schedule
- 2.4** “Client” means a individual person; sole trader, self-employed, firm or corporate body together with any subsidiary or associated company as defined by the companies ACT 1985 for whose benefit the Assignment to be carried out, as notified by the Company from time to time, where the Services are carried out wholly or partly for the benefit of a client of the Company rather than for the direct benefit of the Company itself
- 2.5** “Event Staff” means any individual part of the suppliers’ direct employment to complete the Assignment.
- 2.6** “Event Schedule” means the schedule to this Agreement which specified the Assignment details, the fee payable by the Company to the Supplier and other relevant information relating to this Assignment.

3. SERVICES

- 3.1** The Supplier shall carry out the work comprised in the Assignment, efficiently, with reasonable care and skill and the Company shall pay to the Supplier the fees specified in the Event Schedule, accordance with the terms of this Assignment.
- 3.2** The Supplier shall have freedom to use any Event Staff who are in direct employment of the Supplier it chooses for the Assignment, but the Supplier shall inform the Company promptly in writing of the name(s) of all Event Staff used on the Assignment.

4. UNDERTAKING OF THE SUPPLIER

- 4.1** The Supplier warrants to the Company, that by entering into and performing its obligations under this Agreement, it will not thereby be in breach or any obligation that it owes to any third party.
- 4.2** The Supplier warrants that the Event Staff have the necessary skills and experience to perform the Supplier's service(s)

5. SUPPLIER OBLIGATIONS

- 5.1** The Supplier agrees as follows:

- 5.1.1** The Supplier warrants that the Event Staff have the necessary skill(s) and experience to perform the Supplier's service(s)
- 5.1.1** To provide the Supplier service(s) promptly and with all due skills, care, and diligence including that the service(s) shall be performed with the highest standards by appropriately experienced and skilled Event Staff;
- 5.1.2** To devote such level of personnel resources, technical resources, equipment, and materials to the performance of the service(s) as are required, to meet any timeframes, deadlines and work levels;
- 5.1.3** To notify the Company in no less than 7 days of event date as defined in Event Schedule if the supplier is unable to provide any part of their service(s).
- 5.1.4** To warrant that Event Staff take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, to the indemnify and keep indemnified the Company from all and any liabilities, obligation, costs, and expenses whatsoever arising from any loss, damage, or injury caused, to the Company or any third party by the wilful or negligent default of Event Staff in complying with this obligation;
- 5.2** Nothing in this Agreement shall render any Event Staff an employee of either the Company or of any client (if applicable). The Supplier shall ensure that none of the Event Staff holds him or herself out as an employee of either the Company or of any Client (if applicable)
- 5.3** Responsibility for parking and security of vehicles or other motor transport belonging to or used by the Supplier or Event Staff, shall remain at all times with the Supplier and/or Event Staff. The Supplier or Event Staff is solely responsible for any loss, damage, or claims associated with Event Staff operating a motor vehicle, and shall indemnify and hold harmless the Company from any loss, damage, or claim arising out of Event Staff operating a motor vehicle.

5.4 For the avoidance of doubt it is declared that the Supplier shall bear the cost of any training that the Event Staff may require in order performing the Service(s).

5.5 The Supplier shall not (and shall procure that its Event Staff shall not) for the duration this Agreement directly or indirectly solicit the Client for the supply of any services and shall refrain from dealing with the Client other than to perform the Services under this Agreement.

5.6 For the avoidance of doubt it is declared that the Supplier shall bear the cost for PLI (Public Liberty Insurance) certificates and cover for any Event Staff.

5.7 For the avoidance of doubt it is declared that the Supplier shall bear the cost for PAT (Portable Appliance Testing) certificates for any equipment used or provided by the Supplier.

6. SERVICE PENALTY CHARGES

6.1 The Company will apply the following Service Charges to the Supplier of:

- 6.1.1** Up to 50% of total Fee if a complaint is upheld by the Company for Act/Artist for unprofessional conduct or misrepresenting Excel Entertainment Ltd.
- 6.1.2** Up to 50% of total Fee if the Supplier fails to adhere to any part of the Event Schedule as described;
- 6.1.3** Up to 100% of total Fee if the Supplier is unable to provide full or partial service(s) on the event Start date as stated on agreed Event Schedule;

7. FEES

7.1 For the avoidance of doubt it is declared that the Supplier shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payment in respect of its Event Staff.

7.2 If the Supplier shall be unable for any reason, to provide the Services to the Company no fee shall be payable by the Company

7.3 If the Client cancels or postpones the Event, the Company is not liable to pay any Fee to the Supplier, if not received from Client; if the client pays Fee to the Company the Supplier will receive agreed Fee as stated within Event Schedule.

7.4 For the avoidance of doubt it is declared that the Supplier shall be fully liable for any expenses which may be incurred by Event Staff

7.5 All commission/monies to be paid on or before the agreed date stated on the invoice/statement. To be paid by BACS transfer (preferred) or cheque to Excel Entertainment Ltd at above address. Failure to do this could lead to all future work being cancelled and Act removed from the Books with immediate effect.

8. EQUIPMENT

8.1 The Supplier shall ensure that any electronic or mechanical equipment; including any associated software (if applicable); which it is provided to its Event Staff for the purpose of providing the service(s) is fully licensed to the Supplier.

8.2 For the avoidance of doubt it is declared that the Supplier shall be responsible for any costs for maintenance, repair, or replacing equipment to provide any services under this Agreement.

9. ASSIGNMENT

9.1 The Supplier shall not sub-contract or assign its obligation to any third party.

10. LIABILITY

10.1 The Supplier shall be liable for any loss, damage, or injury to any party resulting from the negligent acts or omissions of their Event Staff.

10.2 The Supplier shall ensure the provision of adequate Public Liability Insurance, Portable Appliance Testing Certificates (and in respect to Event Staff directly employed), and shall make a copy of them available to the Company upon request.

11. DISCLAIMER

11.1 The Company accepts no liability for any losses or liabilities incurred by the Supplier, whether by reason of tax or other statutory or contractual liability, to any third party arising from the Assignment.

12. **EXCEL ENTERTAINMENT LTD** ARE NOT RESPONSIBLE FOR NON-FULFILMENT OF CONTRACT BY ANY PARTY INVOLVED BUT EVERY REASONABLE SAFEGUARD IS ASSURED. IT IS AGREED AND UNDERSTOOD THAT ANY FURTHER ENGAGEMENTS ARISING FROM THIS BOOKING, WHETHER OBTAINED DIRECTLY OR INDIRECTLY, WITHIN 12 (TWELVE) CALENDAR MONTHS OF THE BOOKING FORM DATE AS SHOWN ABOVE, SHALL BE NEGOTIATED VIA THIS AGENCY AND WILL BE SUBJECT TO THE AGENCY'S COMMISSION. CANCELLATIONS WILL ONLY BE ACCEPTED VERBALLY TO MICHAEL DAY AND IN WRITING WHICH MUST BE COMMUNICATED TO THE AGENCY AT LEAST 30 (THIRTY) DAYS PRIOR TO THE DATE OF THE ENGAGEMENT OR PAYMENT WILL BE INVOICED AT FULL RATE.

13. THIS CONTRACT IS BOUND BY THE EXCEL ENTERTAINMENT LTD TERMS OF BUSINESS WHICH CAN BE MADE AVAILABLE UPON REQUEST.

14. THANK YOU FOR SUPPORTING EXCEL ENTERTAINMENT LTD.

15. YOUR SERVICES AND CUSTOM ARE VERY MUCH APPRECIATED

Michael Day

CEO of Excel Entertainment Ltd

This is a summary of the main points of working with Excel.

The simple way to explain without quoting all the T & C's are :-

1) If you are sent a contract either by email or post you are asked to confirm acceptance. This means you understand the details of the venue, Date and times, what equipment to take and what show you're asked to perform and the FEE and the terms and conditions.

2) When you are at a venue on behalf of an agency you are representing that agency and yourself so be professional. Stage clothes, attitude, talking to the public and the people who work there.

3) NO PROMOTIONAL material is to be handed out. This means no business cards, no promoting other agencies or managers.

Agency cards are available (just request them).

The only exception is you may be able to sell your CD's with permission from the Venue and Agency BEFORE the booking date.

4) Any requests for bookings at the same venue, private functions or any other venue as a result of appearing for the agency MUST be referred back to the agency.

You have the contact numbers on your Phone, will be on the posters and of course your original contract so there is no excuse.

5) Please also realise that this is a relationship that should continue for many years between, agent, venue and act. People deal with people. You maybe the best performer in the country, but if you are not liked by the venue booker because of a bad attitude towards them or the customers, they will not book you again and could jeopardise the relationship between agent and venue.

6) Also most agents are good negotiators. They try their best to get the best prices for the acts they represent. But most of the time the venues have a strict budget that they have to stick to because of committees etc.

7) Finally - An agent can spend days, weeks, months with phone calls, letters, meetings just to get a date out of a venue to supply an act/acts. Further bookings are usually dependent on the first impressions they have of the Agent, the act that performs there first, and the appearance and attitude of the performers.

One bad act will be remembered, 10 brilliant acts maybe remembered.

ALWAYS ALWAYS ALWAYS pay Commission to the agent on time whatever the agreement is.

Excel Entertainment Ltd will send an invoice at the end of each calendar month for the work commissioned.

Payment must be within 7 days of the date of invoice. Either by BACS payment online, cheque or cash if meeting personally within that time period.

The commission is the payment for all the hard work the agency puts in to find you the act the work in the first place. By not paying it or delaying payment only causes more problems down the line. This could also result in the act being deleted from the Agency Books.

Artist/DJ process with Excel Entertainment Ltd.

This is a step-by-step guide of an Artist/DJ being booked with Excel Entertainment.

By following these steps, it allows Excel to operate more efficiently, therefore working smarter and having more time to gather work and build up relationships with Venues.

So please help us to help you by following these steps.

- 1) A gig alert/Job offer is advertised/offered. This can be on email, on the Facebook Excelentertainmentmembers page or directly to the chosen DJ/Artist.
- 2) The DJ/artists read the details and confirms the booking in writing to Excel.
- 3) A written booking confirmation is sent on email. It is important that this is saved when received. Either in a file, screenshot or printed off and entered into a diary.
- 4) The DJ/artists replies by email that this offer of work is accepted
- 5) A few days before the performance date, a text will be sent by Excel (Mick or Shona) for the artists to confirm their booking/s. Date, venue and start time. It is very important that the Artist responds to the text and confirms the booking/s.
- 6) A reply will be sent to say thank you for confirming, please text on arrival at the venue.
- 7) The start time and arrival times are on the booking confirmation. Please text on arrival at the venue. Not after setting up. This is very important as Excel and the artist are supplying a professional service to the customer. Excel need to know that the customer is getting what they have paid for. The most embarrassing thing is for a customer to call Excel and say that the artist has not arrived/turned up.
- 8) We know some artists can set up very quickly, but it is important to allow time for the following listed. This is why the arrival time is usually 1 hour before start time.
 - a) Traffic issues, parking, unloading.
 - b) To introduce yourself to the Manager/staff at the venue
 - c) For the staff to prepare the performance area.
 - d) To have time to correct/fix any technical issues.
- 9) If for any reason, the Artist will be late for the arrival time, Excel must be informed. This not only helps if the venue is worried or contact Excel, but it is courteous and professional to do so.
- 10) Once the performance is over and you have arrived home safely, please send an invoice to Excel for the payment process to be administered. This is not only Excel's process, but it is HMRC instructions to help stop money laundering.
If an invoice has not been received, this will delay payment.

I have tried to make this as simple as possible. But if you have any questions or are unsure about anything please contact Excel entertainment.

Thank you for your support.

Onwards and upwards

Excel Entertainment Management