

# Template Performance Contract

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## The Artist

Name	
Address	
Postcode	
Telephone	
Email	
VAT Number	

## The Promoter

Name	
Address	
Postcode	
Telephone	
Email	
VAT Number	

The Promoter engages the Artist to perform at the Performance(s) listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed	Date
<i>(for the Promoter)</i>	

The Artist agrees to perform at the Performance(s) listed below on the following Terms and Conditions and agrees to be bound by these Terms and Conditions.

Signed	Date
<i>(for the Artist)</i>	

**Performance and rehearsals**

Performing name(s) or group		
Performance programme		
Performance date(s)	Time(s)	Venue(s)
Rehearsal date(s)	Time(s)	Venue(s)

*(or see attached schedule)*

**Fees and expenses**

Fees:	Performance	£	(+ VAT)	Total
	Rehearsal	£	(+ VAT)	Total

Artist's expenses to be paid by the Promoter:

*(Please delete which do not apply)*

Travel: Yes/No

Accommodation: Yes/No

Subsistence: Yes/No

Fees and expenses to be paid by the Promoter to the Artist **either** by no later than **(date)** or within 28 days of receipt of the Artist's invoice. *(Please delete which does not apply)*

**Publicity**

Publicity material (please list) to be supplied by the Artist to the Promoter by **(date)**

## Conditions

1. The Artist undertakes to perform at the Performance(s) specified in this contract and the Promoter shall pay the Artist the agreed Fees and Expenses.
2. The Promoter shall make and receive such charges for admission to the Performance as the Promoter shall determine.
3. The Promoter shall use best endeavours to promote and advertise the Performance and shall consult with the Artist concerning such promotion and advertising. It is the Promoter's responsibility to ensure that, at the Promoter's cost, the Artist's name is afforded due prominence on all advertising and publicity material.
4. The Artist is required to attend the rehearsal(s) specified in this contract.
5. No rehearsal shall be conducted before an audience without the Artist's prior written consent.
6. (a) The Promoter shall ensure that no part of the Artist's performance is recorded, reproduced, transmitted or made available to the public without the prior written consent of the Artist and that, where required, the composer's prior consent to the recording has been obtained. This includes an obligation on the part of the Promoter to ensure that action is taken to prevent members of the audience from making unauthorised recordings on mobile telephones, tablets or other electronic devices.  
  
(b) Any BBC broadcast (radio or television) of the Performance to be recorded shall be recorded subject to the current agreement between the BBC and the Incorporated Society of Musicians.
7. The Performance may not be photographed without the prior written consent of the Artist.
8. The Promoter shall not use the Artist's name or likeness for the endorsement of any product or service without the Artist's written consent.
9. The Promoter shall ensure at the Promoter's cost that any monies due to the Performing Rights Society in respect of the Performance are paid.
10. The Promoter shall ensure that the Venue has adequate changing room and cloakroom facilities available for the Artist's use.
11. The Promoter agrees to provide standard concert equipment including, but not limited to, seating, music stands and suitable lighting.
12. If the Promoter cancels the Performance, for whatever reason, the Promoter shall immediately notify the Artist of this in writing and pay the Artist a cancellation fee set in relation to the length of notice given prior to the date of the Performance:
  - a) notice of less than six weeks - 100% of the Fees plus any Expenses incurred;
  - b) notice of more than six weeks but not more than 12 weeks - 50% of the Fees plus any Expenses incurred.
13. If Fees and Expenses are not paid by the due date on page 1, the Artist shall be entitled to charge the Promoter interest at 2 percentage points above NatWest Bank plc's base rate from the due date of payment until payment has been received.
14. If the Artist is unable to fulfil, or is delayed in fulfilling, his or her obligations under this Agreement owing to circumstances beyond the Artist's reasonable control, the Artist shall inform the Promoter of this fact as soon as is reasonably practical. Such non-fulfilment or delay shall be deemed not to constitute a breach of the contract.
15. This contract shall be subject to the laws of the jurisdiction of the location of the Performance and any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of the jurisdiction.