

Mike Russ Entertainments (MRE) Group Ltd Acts Registration Form

Please email this form to us on performers@mregroup.co.uk

CONTACT INFORMATION:

Name of main contact:	
What is your act? (please be specific)	
Other skills:	
Full postal address:	
Contact number:	
Email address:	
Website:	
Areas covered:	
Rates for your performance:	
Technical rider or any special requirements (you can attach this separately)	

CREATING YOUR PROFILE PAGE:

Promotional text: Please include: what your act is, how amazing it is, and any other information that our clients will need to know about your act to make it stand out.	
Length of performance(s) & set times:	
Costume list: (if applicable)	
Please list at least 10 previous clients you have worked for:	
Video Link:	
Acting, Musical Theatre Would you be available through Mike Russ Ents for Theatre Work, Musical Theatre and Acting	<input type="checkbox"/> <input type="checkbox"/> YES
	<input type="checkbox"/> <input type="checkbox"/> NO

Please confirm all of your equipment has been PAT Tested	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you prepared to travel within the UK?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have any limitations to travelling within the UK? Please specify		
Are you prepared to travel outside the UK?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have any limitations to travelling outside the UK? Please specify	Enter text here.	
Please indicate if you have any regular days you are not able to work	Enter text here	
Do you have public liability insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please give details (level of cover etc)	Enter text here	
Please indicate your expected total rate for act	Enter text here.	
Which types of venues would you be prepared to perform in?	Bars <input type="checkbox"/>	Clubs <input type="checkbox"/>
	Holiday Camps <input type="checkbox"/>	Hotels <input type="checkbox"/>
	Private Functions <input type="checkbox"/>	
	Other	

Please send a copy of a Bio, current publicity photographs, a Demo of at least 2 performances from your act, demo tracks and a copy of your public liability insurance certificate to: performers@mregroup.co.uk

Legal Name of person completing form	
Home Address of person completing form	
Telephone Number of person completing form	
If you are completing this on behalf of a multi-performer act please confirm you have authority to act on behalf of all of the performers <input type="checkbox"/>	
Date completing form	
National Insurance Number	

Next of Kin (Emergency Only)

Name of Next of Kin:	
Relationship to You:	
Contact Number:	

Are you Exclusive to an Agency or Management Company?

If so can you, please state the name of the agency or management and what they are exclusive for in the box below

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Mike Russ Entertainments (MRE) Group Ltd,

For queries or assistance, please contact us on performers@mregroup.co.uk 0207 9711365 / 0161 706 0530 / 07535 992856

A company registered in England and Wales Company Number: 10688707
Registered Address: Kemp House 152 - 160, City Road, London EC1V 2NX

MIKE RUSS ENTERTAINMENTS (MRE) GROUP LTD – TERMS & CONDITIONS OF BUSINESS (PERFORMERS)

These Terms & Conditions, together with the contents of the Booking Terms, constitute the whole Agreement between Mike Russ Entertainments Group and the performer

Please sign a copy of these Terms & Conditions **IN YOUR OWN HANDWRITING** and return one copy to Mike Russ Entertainments (MRE) Group Ltd Please note these Terms & Conditions will apply to all future bookings with Mike Russ Entertainments Group unless otherwise agreed in writing.

Name	Signed	Date
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1. Definitions

1.1 In this Agreement the following definitions shall apply unless the context otherwise requires:

"Agreement" means any agreement entered into by Mike Russ

and the Performer for the provision of the Services by the Performer incorporating the Booking Terms and these Terms and Conditions:

"Booking Terms" means the terms set out in the document entitled Booking Terms' which is sent to the Performer by Mike Russ each time the Performer is booked for an event

"Client" means the person (s), firm, company who engages the Services of the Performer;

"Mike Russ" means Mike Russ Entertainments Group

"Event" means an event arranged by Mike Russ for the performer as specified in the relevant Booking Terms:

"Fee" means the price for the Services in the Booking Terms:

"Services" means the act of the Performer to be provided at The Event;

"Performer" means the person (s), firm, company who shall supply the Services;

"Venue" means the venue at which the services are to be performed details of which are set out in the Booking Terms:

"Registration" means the initial registration of the Performer by Mike Russ to allow promotion and marketing of the Performer to prospective Clients as set out in this agreement

1.2 In this Agreement references to the singular shall include the plural and vice versa and references to the masculine, the feminine and the neuter shall include each other gender.

2 Application of Terms and Conditions:

2.1 These terms and Conditions (and the content of the Booking Terms) shall apply to any and all agreements for the supply of Services by The Performer to the Client at any time as arranged by Mike Russ to the exclusion of all other terms and conditions including any terms And conditions which the Performer seek to apply to any Booking Terms or similar document.

2.2 The signing of these Terms & Conditions by the Performer shall be deemed conclusive evidence of the Performers acceptance of this Agreement and agreement to abide by the contents of any Booking Terms.

2.3 The Performer is not employed by Mike Russ and all Performers are deemed to be self-employed. Further, this Agreement shall not be Deemed to create any partnership or joint between the Performer and Mike Russ

3. Mike Russ Obligations:

3.1 Mike Russ shall:

3.1.1 Equally and without favour promote each and every individual Performer registered with Mike Russ:

3.1.2 Not individually assess any Performer as being as suitable only for stage, TV, film, video, extra or modelling work unless they are under Exclusivity Agreement or under Mike Russ personal management;

3.1.3 record all relevant information of the Performer as sent by the Performer onto the database and website of Mike Russ and protect the Information in accordance with the Data Protection Act:

3.1.4 make regular contact with Clients using its reasonable endeavours to secure placements and/or work for the Performer but without Providing warranty or undertaking in respect of securing and providing such work for the Performer:

3.1.5 use reasonable endeavours to make contact with the Performer at the earliest opportunity when a request for the service of a Performer is received from a Client providing full contract conditions and details of the work available to the performer along with timings, locations and fees payable to the performer. Any such contact shall be made to the latest contact details provided by the Performer to Mike Russ or, if no details have been provided since Registration, to the details provided at Registration.

3.1.6 to use it reasonable obligations (without any obligation to do so) to make available to the Performer basic refreshments at the Event as appropriate at the absolute discretion of Mike Russ.

4. The Performers Obligation

4.1 The Performer shall:

4.1.1 adhere to any time limits in respect of the provision of the Services as required by Mike Russ and /or the Client;

4.1.2 ensure correct and proper behaviour by them or any person accompanying or assisting them in any capacity whatsoever in accordance With the Performer's Terms in respect of the provision of the Services. Performers are not permitted to take any other individuals to accompany them whilst providing their Services;

4.1.3 be and all times during the provision of Services remain presentable, responsible and enthusiastic. No swearing, abusive, inappropriate offensive or disrespectful language is to be used by the Performer or anybody accompanying the Performer at the Event.

4.1.4 ensure they arrive at the event a sufficient amount of time prior to the time at which they are to commence providing the Services and Mike Russ reserves to withhold all or part of the fee (in Mike Russ absolute discretion) in the event the Performer fails to comply with The times and/or date providing the Services of the Event;

4.1.5 not at anytime during the provision of the Services be under the influence in capacity whatsoever of alcohol or drugs of any kind whatsoever. Further, Mike Russ operates a strict non-smoking policy for all performers during the provision of Service. In the event of the

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- Performer smokes during designated break whilst providing the Service then they must do so in a appropriate and designated area (in accordance with current no smoking laws) and out of sight of the client and/or their customers or clients:
- 4.1.6 not at any time during the provision of the Service (including before, during and after the Event) provide, distribute or make available any promotional, marketing or other literature or any information whatsoever in any other format whether oral, written or electronic to the client or any other third party in respect of the Performer's services whether the same as those provided by the performer on behalf of Mike Russ at the Event or otherwise. For the avoidance of doubt, this prohibition includes wearing, use or distribution of any promotional clothing. In the event that the Performer breaches the provisions of this clause 4.1.6 then Mike Russ reserves the right to immediately terminate this Agreement and to remove the Performer from Mike Russ database and website forthwith and without notice to the Performer
- 4.1.7 notify Mike Russ of any enquiry, discussion or approach in respect of the provision of the Service whatsoever made to the Performer before, during or after the Event and the Performer agrees not to enter into any contract or arrangement with the Client or any third party where such contract, agreement or arrangement resulted from an such enquiry, discussion or approach;
- 4.1.8 inform Mike Russ immediately if the performer is unable to attend the Event for any reason whatsoever;
- 4.1.9 notify Mike Russ at least 3 months prior to, of any dates that the Performer is unavailable to provide the Service for any reason whatsoever, including but not limited to, holiday
- 4.1.10 respect the confidentiality of Mike Russ and the Client;
- 4.1.11 inform Mike Russ at the earliest possible date prior to the Event if the Performer is unable to provide the service for any reason. In the event of illness of the Performer preventing the provision of the service, a medical certificate must also be supplied. If any fee has already been Mike Russ to the Performer prior to the date of cancellation, then this Fee shall be repaid immediately;
- 4.1.12 notify Mike Russ of any changes to their personal contact information in writing including, but not limited to, address, telephone number (including the Performers mobile telephone number), bank details and email address (payment notification is sent by Mike Russ to the Performer email)
- 4.1.13 undertake their own risk assessments in respect of the provision of their services;
- 4.1.14 comply with any obligation set out in any Booking Terms for any Event, which are incorporated herein by reference;
- 4.1.15 notify Mike Russ or the Client using the contact details provided in the Booking Terms if you are running late. A fine may be incurred at the sole discretion of Mike Russ if you do not arrive at the contracted arrival time set out in the Booking Terms, or if you do not materially comply with the contents of the Booking Terms in any other way (up to 30% of the fee)
- 4.1.16 No Artists are permitted to approach the client directly for bookings. If this occurs, this will result in the Artist being removed from Mike Russ Entertainments UK Books and will be charged and Introductory Fee of £500.00
- 4.1.17 If an artist or celebrity decides to leave Mike Russ, then artists or celebrities are not permitted to contact any of our clients for a period of 12 months from the date of the written termination letter.
- 5. Payment**
- 5.1 In consideration of the performer providing the Services as set out overleaf, Mike Russ agrees to pay the Performer the Fee (including any agreed travel expenses and accommodation) 30 days prior to the date of the Event, on the provision that a completed New Supplier Form, a signed copy of these Terms & Conditions & an invoice have been supplied to Mike Russ at least 7 days prior to the date the Fee is due. This includes cancelled events;
- 5.2 Mike Russ will pay the Performer by way of BACS. As such the Performer agrees to provide Mike Russ with their relevant bank details in writing not less than 7 days prior to the date that payment of the Fee shall be made. Further, any future payments to the Performer will be made using the previous bank details provided by them unless Mike Russ is notified otherwise in writing;
- 5.2 Full details of the Fee are set out in the Booking Terms.
- 6. Cancellation**
- 6.1 If the client cancels the Event for any reason whatsoever Mike Russ will use reasonable endeavours to obtain a cancellation fee from the Client as Mike Russ in its absolute discretion considers appropriate. Mike Russ shall have no obligation or duty to obtain such cancellation fee and will have no liability to the Performer in respect thereof if it decides not to pursue or is unsuccessful in obtaining a cancellation fee from the client;
- 6.2 Mike Russ retains the right to cancel this Agreement with the Performer without notice if, in Mike Russ absolute opinion, the Performer acts or fails to act, perform or otherwise causes distress, harm, damage or disrepute to Mike Russ, its agents, affiliates, employees or clients and Mike Russ reserves the right to proceed with legal action against the Performer.
- 6.3 The Agreement may be cancelled by Mike Russ or the Performer by giving the other party not less than (30 days) notice in writing.
- 6.4 Cancellation fees ONLY apply to events cancelled within 30 days
- 7. Liability and Insurance**
- 7.1 The Performer shall be liable for any and all loss, costs, expenses, damage or injury whatsoever and howsoever caused resulting from their acts or omissions.
- 7.2 The Performer shall maintain at all times a suitable insurance policy covering public liability (and or Equity) at a level of not less than £5 million. The Performer shall, upon request provide Mike Russ with documentary evidence of the existence and validity of such insurance.
- 8. Force Majeure**
- 8.1 In the event of this Agreement cannot be performed or any of its obligation fulfilled for any reason whatsoever beyond reasonable control of either party including, but not limited to, war, industrial action, floods, fire or access, then neither party shall be liable for such non-performance or failure to fulfil the obligations contained in this Agreement
- 9. Intellectual Property and Copyright**
- 9.1 The Performer shall not infringe any copyright, patent or other intellectual property right of Mike Russ, a Client or any other party in the provision of the Services and, in any event of infringement, shall indemnify Mike Russ from any and all damages, liabilities and costs uncurd as a result of such infringement. If the Services are contrary to law or are objected to by any licensing or other public authority, Mike Russ shall have the right to decide, in its sole discretion, either to cancel the Agreement or request the Performer to change their performance to remove illegality or objections. In these circumstances, Mike Russ, shall have no liability whatsoever for the actions of the Performer
- 9.2 In the event of the Client requesting from the Performer their consent to be photographed, sound recorded, video recorded or filmed whilst providing the Services, the Performer agrees that such consent shall not unreasonably be withheld.

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- 10. Confidentiality and Assignment**
10.1 The Performer agrees that they shall at all times keep confidential any and all details and information provided by Mike Russ in respect of the Client or otherwise.
10.2 The Performer shall not be entitled to assign or licence its right obligations under this Agreement to any other person, firm or company without the prior written consent of Mike Russ
- 11. Subsequent Engagements**
11.1 For the avoidance of doubt these Terms and Condition, and the contents of any Booking Terms, shall apply to all future engagements and activities entered between the Performer and Mike Russ unless otherwise agreed in writing by Mike Russ. Any enquiries of future bookings arising from this Agreement should be made through Mike Russ
- 12. Indemnity**
12.1 The performer shall indemnify and hold harmless Mike Russ and the Client and shall keep them fully indemnified against any and all actions, proceedings, claims, demands, costs, losses and expenses which may be brought against or incurred by Mike Russ or the Client arising out of or caused by any breach of non-performance by the Performer of any obligation or agreements herein contained
- 13. Waiver**
13.1 No waiver if any provision of this Agreement shall be effective unless made in writing. Any waiver by either party of a breach of any of the Agreement shall not be considered as a waiver of any subsequent breach of the same or of any other term or condition.
- 14. Severance**
14.1 If any provision of this Agreement shall be found at any time to be invalid, illegal or unenforceable such invalidity, illegal or unenforceable shall in no way prejudice or affect the other provisions of this Agreement which shall in full force and effect.
- 15. Amendment**
15.1 Any amendment or variation of this Agreement will not be effective unless agreed in writing and signed by both parties.
- 16. Third parties**
16.1 A person who is not a party to this Agreement has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from the Act.
- 17. Notices**
17.1 A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by a pre-paid first class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to an in accordance with this clause to the other party hereto at their address for the purposes of service under this Agreement.
17.2 A notice delivered personally shall be deemed to have served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at an expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given, my facsimile service shall be deemed to be effected upon receipt of the normal confirmation of receipt
- 18. Jurisdiction**
18.1 The Agreement shall be governed by and construed in accordance of the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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