

## Just Smile Entertainment (JSE) Act Rulebook / Terms & Conditions

### AGREEMENT

between

**The Act**

And

**Just Smile Limited**

(The Agent)

Thank you for joining Just Smile Entertainment, please find below our standard terms and conditions and a copy standard contract for reference.

Please always feel free to contact us with any questions on [info@justsmile.co.uk](mailto:info@justsmile.co.uk) or call our office on 01923 750525.

### Code of Conduct

*(these rules must be followed at all times, by accepting any work from us, you agree to these terms):*

#### Behaviour & Appearance

- Appearance:** When working for Just Smile Entertainment you are representing our business as well as yours, We expect all our contractors to follow the following dress codes:
  - **ACT's & Compere's** –Suitable clean stage attire suitable for your act
  - **Event Team/Crew** – Suitable clean attire suitable for your work
  - **ACT Assistants** (if needed) - Suitable clean stage attire
- Behaviour:** You must behave professionally, be polite and well mannered at all times. Please avoid offensive language at all times, unless it is part of your act. Handle drunken guests politely, and deal with their requests/enquiries in a professional and courteous manner. OR ask the venue to intervene, if you feel unable to.
- Drinking:** Please do not drink Alcoholic beverages during the event. Non-Alcoholic ONLY. Feel free to have a drink after the gig.
- Smoking:** If you are a smoker, please do it out of sight of guests and not during the event. (Same applies if you 'vape').
- WAGs:** Wives and/or Girlfriends, this includes partners, helpers and roadies, are not permitted unless pre-agreed with the client.
- Equipment Appearance**
  - (If Providing Sound & Lighting Equipment for example)
  - All cables must be taped to the rear of lighting & speaker stands, using the same colour tape to match the stand
  - All cables must be taped to the edges of room or to the floor when running across or around function suites/event spaces.

## Marketing & Promotion

1. **Facebook, Instagram, Tiktok, Twitter, Threads & other Social Media Updates:** Please feel free to Tag us at the event **tag** along the lines of 'working with 'Just Smile Entertainment' tonight at 'where' the event is contracted by us.
  2. **Blogging:** Blogs are allowable on third party sites only if an HTML friendly backlink is given to [www.justsmileentertainment.co.uk](http://www.justsmileentertainment.co.uk) within the blog. Any team members willing to provide us with a blog for our site from each of the events they attend on our behalf, may be **paid extra** for this.
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## Terms & Conditions

1. Payment terms for all Artistes will be made upon receipt from the Hirer, this may be paid as quickly as on the night, or at times payment may take weeks. We ask all of our venues for the shortest possible payment terms, but these are often 30 days. We expect to pay all of our Artiste's within 60 days, this is our aim. Payments will also require a full invoice/receipt supplied by the Artiste.
  - Please email invoices to **accounts@justsmile.co.uk**
2. The Artiste's engagement under this agreement is such that he/she/they would normally be treated as self-employed for National Insurance & Income Tax Purposes by reason of being engaged under a contract for services.
3. Force Majeure – no salary shall be paid for days upon which the Artiste is unable to perform for any reason beyond the Hirer's control such as Pandemic, Epidemic, National Mourning, War, Fire, Strikes or Lock-outs directly affecting the venue, or the Order of the Licensing of any Public Authority having jurisdiction. In any such event notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
4. Illness – In the event of accident or illness preventing the artist from appearing, the Hirer shall be informed at the earliest possible opportunity and, if required by the Hirer, the Artiste must provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artiste's fee for any performance(s) where the Artiste is unable to perform.

## STANDARD FREELANCE SERVICES AGREEMENT

### PARTIES

- (1) Just Smile Limited, Aldenham Road, Bushey, Hertfordshire WD23 2TR, Tel: 01923 750525, Registered in England & Wales. Company no. 7055421. VAT No 165 738 967. Just Smile is a registered Trademark.(the **Agent**)

Act Address ('Act').

### BACKGROUND/DEFINITION OF TERMS

- **The Act** – The person/persons who will be performing during the event
- **The Agent** - *Just Smile Limited, Aldenham Road, Bushey, Hertfordshire WD23 2TR, Tel: 01923 750525, Registered in England & Wales. Company no. 7055421. VAT No 165 738 967. Just Smile is a registered Trademark. The Agent wishes to engage the Act to provide certain services to it on the terms of this Agreement.*
- **The Contract** - The agreement entered in to between The Agent and The Act.
- **The Event** – The time and/or place where Services of The Agent are required.
- **The Rider** – Specific requirements needed by the Act to perform at The Clients event.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 Definitions

In this Agreement the following words and phrases have the meanings set out below:

Confidential Information	all information of a confidential nature provided to the Act, which is marked as confidential, relating to the products, services, business finances, transactions and affairs of the Agent including Intellectual Property Rights;
Intellectual Property Rights	any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights whether registered or unregistered, including any applications to protect or register such rights, all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing in the world.
Services	the services to be provided by the Act to the Agent set out in the Schedule hereto and

Confidential Information

all information of a confidential nature provided to the Act, which is marked as confidential, relating to the products, services, business finances, transactions and affairs of the Agent including Intellectual Property Rights;

subject to the terms of this Agreement; and

Work Product

any materials created or developed by the Act and/or any Substitute Act when providing the Services.

**2 The Services**

During the Agreement the Act will provide the Services to the Agent in accordance with the terms of this Agreement.

**3 Remuneration**

3.1 The Agent will pay to the Act in consideration of the provision of the Services a fee (Preagreed), payable by bank transfer arrears (the **Fees**) within 60 days of each invoice date.

3.2 The Act will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to Act under this Agreement on a self-assessment basis.

**4 Liability and Insurance**

4.1 The Act's total liability shall not exceed the pre agreed sum. Furthermore, the Act shall not be liable for consequential, indirect or special losses. The Act excludes any liability that may arise in relation to the Intellectual Property Rights. The foregoing does not apply to any losses which cannot be excluded or limited by applicable law.

4.2 The Act will maintain **appropriate** professional indemnity insurance cover in force during the Agreement.

**5 Confidential information**

The Act will not during the period of this Agreement without the prior written approval of the Agent use for the Act's own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to the Act's knowledge during or in connection with the Agreement.

**6 Intellectual property**

In consideration of the Agent paying Act the Fees, the Act hereby transfers to the Agent by way of present and future assignment all the Intellectual Property Rights in the Work Product. The Act gives no warranties in relation to the Intellectual Property Rights in the Work Product.

**7 Data protection**

The Act will use all reasonable efforts to comply in all material respects with the Act's obligations under the applicable data protection legislation in relation to personal data which the Act processes in the provision of the Services under this Agreement.

## **8 Agent's Obligations**

During the Agreement, the Agent will provide the Act with access to any premises, information, records and other materials as the Act may reasonably require in order to enable the Act to provide the Services. The Agent will provide the Act the name of a person who will act as the key contact point and channel of communication in respect of the Services.

## **9 Term and Termination**

9.1 The terms of this contract do not allow for cancellation other than by mutual consent of all parties and confirmed in writing. *Cancellations are only accepted in writing (this can be via e-mail) from the person who confirmed the booking. Notification will only be accepted from a third party in exceptional circumstances where the person who made the original booking is incapacitated or deceased. Once we have received your notice of cancellation, we will confirm this to you via return correspondence. If you have not heard from us within 48 hours, do not assume that your event has been cancelled.*

9.2 Notwithstanding the provisions of clause 10.1, either party may terminate this Agreement with immediate effect and without liability to pay any compensation or damages by written notice to the other party if at any time the other party commits any serious or repeated breach of this Agreement, and for the avoidance of doubt a failure to pay the Fee on the due date will be a serious breach.

## **10 General provisions**

10.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement. Notices may be given, and shall be deemed received: by first-class post: 2 working days after posting. This clause 11.1 does not apply to notices given in legal proceedings or arbitration.

10.2 This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties provided that nothing in this clause 11.1 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

10.3 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

10.4 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

10.5 Any remedy or right conferred upon a party for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to that party. No failure or delay by the parties in exercising any remedy, right, power or privilege under or in relation to

this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of that party.

- 10.6 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 10.7 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than Act and the Agent will have any rights under it.

**11 Governing law and Jurisdiction**

- 11.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).