

Company Terms and Conditions

1. CANCELLATION

This is not something that we anticipate but we need a contingency plan that is fair for both parties. In the event that a performance is cancelled the following conditions apply:

- a. The Company agrees to ensure that Arts Alive is kept indemnified from and against, loss or damage suffered (whether criminal or civil) and legal fees and costs incurred resulting from a breach of this agreement by the Company including:
 - any act of neglect or default of the company's employees or agents;
 - breaches in respect of any matter under this agreement resulting in a successful claim by any third party.
- b. In situations where both sides agree that cancellation is unavoidable and is caused by circumstances beyond the control of either party (i.e. not by default or neglect) the contract should be cancelled and costs apportioned by mutual agreement.
- c. If a performance is cancelled due to a fault on one side or the other between two and six weeks before the performance is due to take place, the following applies:
 - If the side at fault is the promoter, Arts Alive will make every effort to reallocate the performance to another suitable venue. If unable to do so, Arts Alive will pay the agreed company fee.
 - If the side at fault is the company, the company will cover any costs incurred by Arts Alive and the promoter in preparation for the performance but not less than £100.
- d. If a performance is cancelled due to a fault on one side or the other two weeks or less before the performance is due to take place, the following applies:
 - If the side at fault is the promoter and no arrangement can be made to reallocate the performance, Arts Alive will pay the agreed company fee.
 - If the side at fault is the company, the company will cover any costs incurred by Arts Alive and the promoter in preparation for the performance but not less than £200.

In the above cases, where a dispute arises, all parties agree to appoint an arbitrator to make a final and binding decision.

- e. If a performance is cancelled due to Covid -19. Notwithstanding the general provisions relating to cancellation set out in Clauses 1a-d above, if either the Promoter or Arts Alive decide for reasons associated with the Covid-19 crisis (of which Arts Alive shall be the sole arbiter) to cancel the performance, then:
 - Arts Alive shall pay to the Company 50% of the show cost together with such reasonable expenses (as to which Arts Alive shall again be the sole arbiter) as have been incurred.
 - No other claim from the Company will be entertained.

2. THE COMPANY'S OBLIGATIONS

To provide Arts Alive with accurate details of all requirements and costs on the Company Application Form. Any requirements, and resulting costs, reported to Arts Alive after you have agreed the contract, will be the responsibility of the Company.

To provide publicity material in the quantities requested by the Promoter, for each show. Your contract details the quantity of publicity material requested and your Promoter's contact details. Publicity must reach

the Promoter at least 8 weeks prior to the show. There will be a financial penalty for late arrival of publicity or failure to produce any.

To arrange your own accommodation. Arts Alive does not book or provide accommodation. We will provide an accommodation list to help you book your accommodation. If you need accommodation and your quoted fee does not include this, we will make an allowance of £40 pppn for 1 night in our contract with you. This will be detailed in your contract and please remember to add it to your invoice.

Promoters may sometimes offer private accommodation but are under no obligation to do so. Arts Alive does not enter into such arrangements and any private (homestay) accommodation arrangements are entirely the responsibility of the Promoter and the Company.

To communicate with the Promoter prior to the show. You will need to discuss with the Promoter access to the venue before and after the show (get-in and get-out time), time of show, technical requirements, refreshments, etc., a minimum of 1 month in advance. Food requests should be made further in advance and please note that Promoters are under no obligation to provide hot food.

Complimentary tickets. You may request from the promoter a maximum of two complimentary tickets.

To sign and return a Data Sharing Agreement, as attached to the contract. This is a requirement for all companies contracted to Arts Alive and is particularly important if any aspect of your work is funded by Arts Council England. Please send to jules@artsalive.co.uk

To provide a Risk Assessment for the show. Please send to jules@artsalive.co.uk

To provide a copy of your public liability insurance. This must be sent to Arts Alive with your acceptance of the contract, if not sent previously. Please send to jules@artsalive.co.uk

To provide DBS check certificates for each company member participating in a workshop at which children or vulnerable people will be present. Further details on the Disclosure Barring Service can be found at <https://www.gov.uk/government/organisations/disclosure-and-barring-service> Please send these to jules@artsalive.co.uk or Cerin at the address below.

3. PAYMENT OF FEES

All companies booked by Arts Alive must pay at least industry standard (UKTheatre/ Equity) minimum salaries. Companies will confirm this by signing the contract.

a. UK Companies

Payment of fees by Arts Alive will normally be within 28 working days after the date of the show and upon receipt of your invoice, which should include your BACS details.

Your contract specifies who your invoice should be made out and sent to. Please check whether this is Arts Alive or the Promoter before invoicing.

b. International Companies

Payments made by Arts Alive will be made within 28 days and upon receipt of an invoice. Please check your contract for details of who to invoice.

In order to pay you more swiftly, we require all Companies to provide us with details of their PayPal account. This is the simplest and cheapest way for both parties to exchange money internationally. It is easy to create a PayPal account and send invoices, so we ask all international companies to do this.

Payment of UK tax. Non-resident performers are responsible for ensuring they make their own UK tax deductions, as necessary. Further information and assistance can be found at www.gov.uk and by telephoning the National Insurance Contributions Office helpline 0300 200 3200 and HMRC tax helpline 03000 547 395.

The Live Team

E: jules@artsalive.co.uk