

## T&C's Updated 1st February 2023

For the purposes of these Artistes Terms and Conditions, PT Cheshire Limited T/a Pastiche Worldwide are referred to as "Pastiche"

- 1. It is agreed and understood the Pastiche acts only in the capacity of agent in the negotiation of this agreement and cannot be held liable for non-fulfilment of bookings by venues, managements or Artistes. However, Pastiche shall take all reasonable precautions to safeguard the interests of all parties concerned.
- 2. Once a booking is confirmed either verbally or via email the Performer is then contracted by Pastiche, and these terms and conditions become applicable. If the Performer cancels the booking for any reason (other than an accident or sickness as per point 5 below), they must advise Pastiche immediately. The following cancellation policy will then come into affect. If the Performer cancels they will be entitled to no fee, plus the following fines will come into operation :- 90 Days or more prior to the event booking no penalty; 45 90 days prior to the event booking a 50% of the booked fee; Less that 45 Days 100% of the booked fee
- 3. The contract may be terminated by either party within seven (7) days of the date the contract was drafted without penalty providing written notification has been received by our office. Failure to sign and return the contract, or no reply to the email does not constitute a cancellation, It is also deemed accepted if it is not signed and returned, and no written objection is received within 7 days.
- 4. In relation to any cancellation from the Client, Pastiche will pay the Artiste in accordance with the below in respect of any services: Bookings cancelled within 30 days or more of performance 50% of the price will be paid. Cancellations over 30 days from the date of the event no fee will be paid. If the Artiste has already incurred expenses connected to the events/booking such as Tickets, Flights or Hotels, then this will be invoiced and Pastiche will pay this, once payment is received from the Client.
- 5. In the event of Illness or Accident, resulting in the Artiste being unable to fulfil the engagement, immediate contact must be made with Pastiche and a medical certificate submitted within four days. Failure to attend the event and without a valid medical certificate may lead to a fine being imposed on the Artiste by Pastiche for the up to the amount the Artiste would have received for the event.
- 6. The Artiste agrees to arrive at the event at the correct time stated in the communication from a member of the Pastiche Management Team. The Artiste understands if they are late in arriving at the event and / or start working later than the specified time (unless agreed with either the Client, Contact or Pastiche), then Pastiche can impose a penalty which would be deducted from the fee.
- 7. When working for Pastiche on an event it is forbidden to consume any alcohol, drugs or any substances. Soft drinks only are permitted whilst at the event and on the event premises. The Artiste understands that if they are involved in any criminal activity whilst working on behalf of Pastiche, Pastiche has the right to refuse to pay any fees due to me, and pass my full details on to the Venue and/or Police.

T: 0800 881 5665 E: info@pastiche.org.uk www.pastiche.org.uk

PT Cheshire Limited T/a Pastiche Worldwide, Registered in England & Wales, Registration Number 13775504

Registered Address: PT Cheshire Limited T/a Pastiche Worldwide C/o Wheawill & Sudworth Ltd Chartered Accountants, 35 Westgate, Huddersfield, HD1 1PA



- 8. Artistes are not allowed to leave the dressing room in costume unless performing.
- 9. Artistes are not allowed to smoke in costume, or in sight of Clients and Customers.
- 10. Artistes can only use mobile phones on set breaks and must NOT be taken out with you for performances. Any photos can be taken backstage or by professional Photographers only. If an Artiste needs to check the time, then use a watch as opposed to a mobile phone.
- 11. The display and/or presentation of any Artiste's address, Website, Social, Media links, and/or telephone number, or any personal details at an event negotiated through Pastiche shall be regarded as a breach of contract, and may render the Artiste liable to pay severe damages in respect of that breach.
- 12. The Artiste agrees that when Pastiche is supplying a costume or equipment it is the Artistes responsibility at an event. Should a costume or equipment get damaged or lost during the event, Pastiche has the right to deduct the amount of replacements from fees or subsequent fees to replace the damaged or missing item(s). This does not cover typical wear and tear of costumes and equipment, but where an Artiste has been negligent. Costumes and Equipment are the Artistes responsibility until such time they are safely returned to Pastiche and accounted for by the Management Team.
- 13. Once a fee is agreed with Pastiche it is the final fee, inclusive of any travel (if applicable and agreed prior to the event) any parking (agreed prior to the event), any road tolls and any London Congestion Charges or Ultra Low Emission Zone (ULEZ) charges. Once agreed no additional fees can be added to the booking. Pastiche accepts no liability from the Performer for additional costs or any penalties incurred by the Performer for none payment of Tolls, Congestion/ULEZ Charges or any fines imposed by the authorities.
- 14. All rates/fees/payments are confidential. Under no circumstances should these be discussed with clients, fellow Artistes or customers. Failure to comply with this will result in a penalty either reduction of wage or no future bookings with Pastiche.
- 15. The Artiste is solely responsible for providing adequate insurance for personal property, public liability and any other risks that may arise from the performance of the engagement. The Artiste is responsible for all my own tax and national insurance contributions.
- 16. All invoices should be sent to: invoices@pastiche.org.uk. Do not invoice, give receipts to or even discuss payments with Clients direct. Failure to comply will result in either a fine or non-payment and removal from Pastiche's books.
- 17. For payments please invoice within 2 weeks of completing your job. If you fail to invoice within 6 months of completing your job for Pastiche, your payment will remain Pastiche's property.
- 18. In the case of payments via Pastiche, our payment terms are; you will be paid once Pastiche has been paid by the Client. We aim to pay all Artistes within 30 days of the date of the event whether we have been paid or not. If there are any issues, complaints or queries arising from the event, then these will be investigated and sorted before payment to the Artiste will be made. Pastiche reserves the right to deduct monies owed to Pastiche by the Artiste/s from any monies received by Pastiche and due to that Artiste(s), and forward the balance.

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- 19. Commission and monies owed to Pastiche shall be remitted within 7 (SEVEN) days from the date of the event.
- 20. Any further bookings between the Artiste and the client/venue negotiated as a result of this engagement within twelve months of the engagement date must be made through the offices of PT Cheshire Limited T/a Pastiche Worldwide. If Pastiche are not informed and/or don't give permission any performance for the Client or at the venue shall be regarded as a breach of contract and I understand that I am liable to pay damages to Pastiche in respect of this breach.
- 21. The Artiste agrees that any skills which are learnt either from a member of the Pastiche Team or Pastiche Group, or from someone brought in by Pastiche to teach skills, will only be used on Pastiche gigs and events. The Artiste understands these taught skills cannot be used at any other events, or be transferred to any other company (or taught to any other person by me) without prior consent from a Director of Pastiche. Any performance using any of the skills taught by Pastiche is strictly forbidden, and shall be regarded as a breach of contract and the Artiste understands they are liable to pay damages to Pastiche in respect of this breach.
- 22. The Artiste agrees that Pastiche can keep their details, pictures and videos of the Artiste including performances on record and store it on either an electronic system or paper based system, and to use those details to promote and/or get work for Pastiche. Any images, videos or promotional material taken at any events where you have performed for Pastiche become the intellectual property of Pastiche.
- 23. I understand that if I visit venues where I have worked on behalf of Pastiche, but visiting on social basis (such as a night out) I must be mindful that I am still representing Pastiche, and therefore my actions need to reflect this. I must not cause trouble or do anything which would result in the venue cancelling work with Pastiche. If this happens then I realise I am liable to pay damages to Pastiche.
- 24. Any agreement negotiated through Pastiche shall be subject to these terms of business unless otherwise agreed in writing between all concerned parties. In particular, any conflicting terms of business shall have no effect with respect to any such contracts. All contracts to which these conditions apply shall be construed in accordance with English law.
- 25. No Servant or agent of Pastiche has the power to vary these terms and conditions.
- 26. Whenever the context so admits, words importing the singular number shall include the plural and vice versa.
- 27. It is hereby agreed that the Terms of Business of Pastiche, which I confirm I have received, shall apply to this and any subsequent contract.

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