

The Entertainment Agents' Association Ltd (TEAA)
Code of Conduct

****Clause denotes a legal requirement.**

1. Membership Conditions

a) Members must actively support and uphold the principles outlined in this Code of Conduct and agree to follow TEAA's Rules and Regulations which can be found in the Members Area entitled 'Articles & Memorandum'.

b) The Association is committed to keeping you fully informed about developments, regulations, and challenges affecting our industry via The Hub and Members Meetings which may be held in person or online. **As a member**, it's important that you actively engage with updates and discussions to ensure you remain knowledgeable, compliant, and professionally represented.

2. **Professional Standards

a) Members must act with the highest standards of integrity, honesty, and diligence in their business and professional dealings, and at all times comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, including any updates, amendments, alterations or deletions.

b) Members will ensure compliance with all applicable data protection laws and maintain registration with the Information Commissioner's Office.

c) All negotiations including all alterations and amendments or deletions must be notified in writing to all relevant parties.

3. **Professional Conduct

Members must not bully, harass, victimise or discriminate in any form, and are expected to support equality, diversity, and respect by creating an inclusive, safe and lawful environment in line with the UK Equality Act (2010).

4. Contracts for Engagements

a) Following a verbal agreement, written documentation must be issued to both the hirer and artist, or their respective agents, within 5 days.

b) Any bookings negotiated via a Member must be confirmed in writing using either:

- the standard documentation and commission agreements provided by The Entertainment Agents' Association Ltd (available in the Members Area), or
- **the Member's own contract**, provided it clearly reflects the key principles, terminology, and legal structure of the Association's standard documents.

This includes correctly identifying all parties (such as the Artist and Hirer), specifying whether the Member is acting as an Employment Agency or an Employment Business, and ensuring that all relevant clauses are included in line with industry best practice.

5. **Artists Money Management

Members receiving money on behalf of artists must process this through a separate bank account, called a **Client account** when trading as an Employment Agency.

6. **Artist Payments

Money received on behalf of an Artist must be paid to them (or their representative) by the agreed date, and always within 10 days of receiving cleared funds—unless a different arrangement is made in writing when trading as an Employment Agency.

7. Commission Payments

a) Commission is the fee agreed between an Artist and their Agent.

If there is a split commission (shared between the Artist's Agent and any third party), this must be agreed at the time of booking.

b) The Artist's Agent must pay the Hirer's Agent their share of commission within 21 days following the event on receipt of a VAT invoice (where applicable) — even if they haven't yet received their commission from the Artist— unless otherwise agreed in writing.

8. **Buy & Sell / Nett Deals

a) In a 'Buy & Sell' or 'Nett Deal', the Buying Agent acts as an **Employment Business** with two separate contracts:
– One with the Venue or Hirer
– One with the Artist

b) The Buying Agent **must pay the Artist within 21 days** after the event, regardless of receiving funds from the end Hirer, unless otherwise agreed in writing.

c) **Agent's Liability:** Please note, even if the venue, hirer or artist cancels or fails to deliver, the Buying Agent remains fully and legally responsible for fulfilling their contractual obligations.

Any clause, term or provision within the Buying Agent's contract that purports to disclaim, limit or negate this responsibility is legally invalid. The Buying Agent has full liability for all direct costs and consequential damages; this may include recovery of all associated costs, including legal fees.

d) No commission may be taken by the Buying Agent in these deals.

9. **Dispute Mediation**

If any disagreement arises between a Hirer and an Artist, the Booking Agent is ethically and morally bound to act as a fair and impartial mediator.

10. **Representing Artists**

No Member may promote or represent another Member's Artist without written permission from the Artist's official Agent or Manager.

11. **Exclusive Representation**

Booking enquiries for solely represented Artists must be made **ONLY** through the Artist's Agent and not direct with the Artist.

12. **New Representation Rules**

An Agent approached by an Artist for representation should ensure that:

a) the Artist has no current representation agreement with another Agent.

b) they inform any current Agent of the Artist's approach if considering representation.

c) If a new agreement is made, the new Agent must ensure that any commissions or liabilities on existing bookings are paid to the previous Agent.

d) The Artist must honour all agreed future bookings already arranged by their previous Agent at the time of the new representation agreement.

13. **Exclusive Venue Rights**

Members should ensure any exclusive agreement to supply Artists to a venue is confirmed in writing.

a) If such an agreement is in place, other Members must not approach that venue directly.

b) Members should ensure any exclusive agreement to supply Artists to a venue is confirmed in writing. Where an Agent has a written agreement to exclusively supply Artists to a venue it is **expressly forbidden** for Members to approach that venue to offer their own Artists. Where a Member appears to have sole booking rights Members **must** offer their Artists to the venue's sole booking Agent first. Any Artist **not** booked by the venue Agent may then be offered directly to the venue by the Artist's Agent.

14. **Public Statements**

Only the TEAA President may speak to the media about the Association's policies and business affairs. Any media enquiries must be referred to TEAA office.

15. **Raising a Complaint**

If a Member believes another Member is in breach of the Code of Conduct, they can raise a complaint with the TEAA Administrator. The matter will then be referred to the TEAA Council. Complaints must be submitted in writing to the TEAA Council, with supporting evidence where possible.

16. **In Case of Disputes:**

If Members disagree, the Association's Memorandum and Articles of Association take precedence.

17. **Confidentiality**

All Members agree to treat TEAA's internal matters as private and confidential.

This Code of Conduct is integral to maintaining the TEAA's standards of professionalism and collaborative industry conduct. Members are expected to commit to these principles throughout their tenure.

**Clause denotes a legal requirement.

The Conduct of Employment Agencies and Employment Businesses Act 2003
UK Equality Act 2010

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TEAA Council December 2025