

Code of Conduct

1. Membership of The Entertainment Agents' Association Ltd shall be conditional upon Members accepting the Rules and Regulations of the Association.
2. All Members are expected to maintain the highest ethical standards and to comply with all current regulations and rules of conduct under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and the amendments contained therein.
3. All engagements negotiated via a member will be in accordance with the Variety & Light Entertainment Council (VLEC) 'Act as Known' contract and standard Entertainment Agents' Association Ltd documents and commission agreements unless otherwise stated at the time of the verbal agreement.
4. The Agent booking for any Hirer or Artist is ethically and morally bound to mediate in any dispute between the Hirer and Artist.
5. No Member may claim or advertise or have the authority to offer the services of, or in any way represent another Member's Artist(s) except with the written consent of that Artist's Agent.
6. Enquiries for solely represented Artists must be made **ONLY** through the Artist's Agent and not direct with the Artist.
7. 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) **in the case of a new representation agreement being entered into, an arrangement is made for all commissions for existing contracts and other liabilities to be paid to the former Agent.**
 - d) the Artist honours all already negotiated future engagements, declared by the former Agent and agreed by the Artist, at the time of the new representation agreement.
8. Members acting as Employment Agencies must have (a) separate bank account(s) for Client(s) monies.
9. Monies received on behalf of Artists should be paid to the Artist or to the Artist's representative by the contractually agreed payment date and must, in any case, be settled within the legally required period of 10 days from receipt of cleared funds unless specified by prior written agreement.
10. Commission is an agreed payment between the Artist and Artist's Agent. A split commission is an agreed payment between the Artist's Agent and the Hirer's Agent agreed by the Artist's Agent at the time of the negotiation of the engagement. **The split commission or payment due to the Hirer's Agent will be paid by the Artist's Agent no later than the 28th day of the month following the contracted engagement date unless by prior written agreement irrespective of whether the Artist's Agent has received the relevant commission from the Artist.**
11. On a 'Buy & Sell' or 'Nett Deal' the Buying Agent becomes an Employment Business with a contract between themselves and Venue / Hirer and a separate contract between themselves and the Artist. Settlement of 'Buy & Sell' or 'Nett Deals' must be made no later than 21 days after the completion of the contract unless specified by prior written agreement. **Should the Venue / Hirer or the Artist cancel or renege on its agreement with the Buying Agent, the Buying Agent's contractual responsibility to the Venue / Hirer or the Artist is still legal and binding and any wording on the contract form purporting to disclaim responsibility by the Buying Agent is null and void. The Buying Agent may not take commission on 'Buy & Sell' or 'Nett Deals'.**
12. Members must refrain from making derogatory comments about other agents, artists, hirers, venues and suppliers, in writing, verbally or on any form of social media.
13. Members must not make any statement concerning the policy of the Association to any person in the press or media and should refer any such enquiries relating thereto to the President of the Association.
14. 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.
15. A Member who believes that another Member is in breach of the Code of Conduct may complain either to their local Association Branch official or to the Administrator who will refer the matter to the Council of the Association. Complaints must be made in writing and should be accompanied by any documentary evidence available.
16. Members agree to treat the affairs of the Association as Private and Confidential.

In the event of any disagreement between Members, the Rules and Regulations contained within the Association's Memorandum and Articles of Association shall prevail.