### Working Agreements between beam Agency Members and Venue Members

### beam best practice recommends that Agency Members and Venue Members have written agreements with each other and these should be dated and signed by both parties.

**beam** suggests that these working agreements include content on the following areas and that the membership obligations within the Code of Practice (CoP) provide the points of reference for the relevant terms:

### DURATION

The period for which the Agreement is in place, and the notice period required for either party to review or terminate the Agreement.

### COMMISSION

The facilities and services on which commission payments are applicable and the minimum percentage rate(s) at which commission will be paid and whether on VAT inclusive or exclusive rates.

Recommendations relating to the calculation of commission can be found in CoP Principal Obligations of Membership 4.7

### PAYMENT OF INVOICES

### See CoP Venue Member Obligations 4b.9/4b.10/4b.11

### CLIENT CANCELLATIONS/NO SHOWS/SHORT STAYS

### See CoP Venue Member Obligations 4b.12/4.b.13

### DEDUCTIONS OF COMMISSION AT SOURCE

See CoP Agency Member Obligations **4a.9**

1. **EXCLUSION OF OTHER TERMS**

Terms set out in this Agreement can be agreed to apply to the exclusion of all others, whether expressly or implied by law, and if agreed, can supersede all conditions previously issued by either party. Variations or additions should be agreed by the Agency Member and the Venue Member in writing.

1. **GOVERNING LAW**

Reference should be made that the Agreement is construed in accordance with, and be governed by, the laws of England.

### DISPUTES

Disputes arising from matters covered by this Agreement which specifically relate to the Code of Practice may be referred by either party to **beam** for resolution under the Breach of the Code of Practice Dispute Resolution process.

See CoP **8.** ‘Breach of the Code of Practice’.