

TERMS AND CONDITIONS
of Contract with Background Artistes/Models/Actors

BETWEEN

1. Precious Agency

&

2. The Artiste (any person who accepts an assignment through Precious Agency including Actors, Models, Voiceovers, Presenters, Dancers and Background Artistes)

INTRODUCTION

Precious Agency is engaged in the business of providing agency services to Artistes desiring to obtain various assignments which include and not limited to Film, TV, Commercial, Advertising/Promotion, Music Videos and Fashion. Any booking or services which are normally included in the industry relating to the provision of agency services.

The Artiste wishes to use the services of Precious Agency to try to obtain various assignments. Both parties wish to make clear their respective rights and obligations during the course of their business dealings together.

Any Artiste registering with Precious Agency agrees to abide by these Terms and Conditions and accept that they may be updated from time-to-time. The Artiste is responsible for checking and understanding amendments prior to each assignment.

If you do not accept these Terms and Conditions then please do not proceed with your registration to Precious Agency. By completing the application process of submitting information, showreels and photos you are deemed to have agreed to these terms and Conditions. We intend to rely upon these Terms. Precious Agency are the only party that can enforce these terms. This is to avoid any misunderstandings as to what we and you are expected to do. It is important that you read and understand these Terms before agreeing to them. These Terms set out the entire agreement between us and supersede all previous discussions, correspondence and negotiations between us relating to its subject matter. You acknowledge that at no point under this agreement will you be an employee of Precious Agency. Any engagement is on the basis of you as a self-employed worker. During the course of an assignment your employment status will be dependent upon the specific contract with the Production Company (Employer).

Agency Fee

Precious Agency is free to join, and does not charge any form of joining/agency fee at this time. You will be informed personally of any changes.

Sections:

1. Authorisation
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12. General

1. Authorisation

1. You agree that we are authorised to act on your behalf and to enter into contracts on your behalf in connection with you acting as an Artiste but we will only do so once you have agreed with us to accept a particular Assignment. We operate as an employment agency providing a work seeking service in accordance with the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended. We act as an agent between you and any Production Company or Persons offering work assignments.
2. You authorise us to negotiate pay rates on your behalf and to agree those pay rates on your behalf. If there is any dispute as to payments you irrevocably authorise us to negotiate and agree variations (at our sole discretion) to amounts payable to you on your behalf.
3. By registering your Profile on our website, you confirm that you are asking us to find you work as an Actor/Background Artiste/Model/Voiceover/Presenter/Dancer. Information that you supply us for your Profile will be included in our database which may be made available to Production Companies who are seeking Artistes and will be used by us to identify suitable Artistes for Production Company requests. It is your responsibility to ensure that any information you give us is accurate and up to date.
4. Whether or not we put you forward for any particular Assignment is at our sole discretion and we make no guarantee of finding you work.
5. You authorise us to arrange for all payments of fees due to you from the Production Company to be paid to us on your behalf.

2. Eligibility

2.1 In order to use our Services you must be accepted onto our database and/or website and you warrant and represent that you are and will at all times until termination of our agreement with you be:

2.1.1 legally entitled to work in the UK; and

2.1.2 seeking work as an Actor/Artiste/Model/Voiceover/Presenter/Dancer

2.2 If you are under the age of 18, we may ask you to provide written permission from your parent or guardian to enter into our agreement. You should be aware that Production Companies may also require a parent or guardian to provide certain written assurances.

2.3 You are required to provide evidence of your date of birth and right to work in the UK by scanning a copy of the identity page of your passport and

provide copies of any permission to work in the UK documents. You also agree to provide the original on request by us at any time. If you do not have a passport, you will need to provide a copy of your birth certificate.

2.4 If you are not able or not willing to give the warranties and representations set out in these Terms or if you do not provide the evidence requested, then we reserve the right to terminate this Agreement with immediate effect.

2.5 If any of the warranties and representations that you make to us including those in this section and those on your Profile become inaccurate or incorrect you must update this information and inform us immediately. In particular if you have any Criminal Convictions (any criminal conviction for which a custodial sentence is imposed and is not classified by the Rehabilitation of Offenders Act 1974 as a “spent” conviction) these must be disclosed. If you fail to do so and we discover that you have not disclosed these then we will terminate with immediate effect.

2.6 We are mindful of our duties to ensure that those with disabilities can participate. If you have any disability please inform us so we can add details to your information for any appropriate work.

2.7 You should notify us within 7 days of being accepted if you object to any aspect of the information in regards to yourself showing on our website

3. Your Obligations

1. You will comply with these Terms.
2. You warrant and represent that all information you supply to us is true and accurate and not unlawful, offensive, obscene or of a defamatory nature nor infringes the rights of any third party.
3. You will keep all relevant information on our website/database relating to yourself completely up to date. This is needed by us to help give you a greater chance of obtaining work through us.
4. You will comply with by all laws and regulation that are applicable to you.
5. You will observe our Privacy Policy from time to time as specified on our website.
6. You warrant and represent that you are entitled to agree to these Terms and that if you accept any Assignment you will not be in breach of any obligation to any third party by doing so.
7. You confirm that we may use all aspects of your Profile including photographs, name, CV and biography for the purpose of promoting and marketing you in connection with finding you work as an Artiste.

4. Rates of Pay

4.1 If we are able to offer you work, we will be paid directly by the Production Company on your behalf. You agree that we are authorised to accept payment on your behalf and to negotiate the amount of those fees on your behalf. We will use our reasonable endeavours to collect any payments due but will not be required to issue proceedings or take other legal action. We do not guarantee and are not responsible for payment of fees or other amounts from Production Companies or anyone else and do not have liability to pay you unless and until we receive the relevant payment.

4.2 The payment rates you will receive for work will be in accordance to the relevant agreements negotiated with various unions such as Equity. If the fees are outside these arrangements, you will be notified of the specific rates and hours before you agree to take the Assignment.

4.3 Payment to you will be made by BACS to a British bank account. You are required to provide details of such a bank account when you register with us. It is your responsibility to notify us of any changes to your bank details. We will only make payments to bank accounts that you give us details of and we are not responsible if you provide us with incorrect details. If payment cannot be fulfilled because you have not provided us with valid bank account details we will charge an administration fee of £5 + VAT each time and you will reimburse us for any bank charges we suffer and we may deduct those fees and charges from amounts payable to you.

4.4 Payment will be made within 10 calendar days of receipt of payment from the Production Company (or where we are paid by cheque, within 10 days after the cheques has cleared into our client account) unless you have requested us in writing to hold this money for a longer period.

4.5 In the event that you do not notify us of your bank details or give us incorrect details so that we cannot make the payment to you by BACS, you will be required to notify us of your bank details immediately following notification of non-payment by us to you. 4.6 We will deduct the sum of 15% - 20%

Commission Deductible

Film & TV Background 15%

Feature TV, Film, Commercial & Editorial 20%

Photographic & Background Commercial 20%

Photographic 20%

Voice Over's 20%

Advertisements/Corporate/Promos – 20%

Stage/Theatre/Tours – 12.5%

Cruise - 15%-20%

Where buyout rates are appropriate Precious Agency shall deduct 20% on the buyout amount.

N.B. Minimum Commission Charge £5.00

All commission charges are subject to VAT as per government rulings where appropriate.

International work

Due to extra costs and expenses involved when working on international jobs, Precious Agency shall charge commission at 20%.

4.7 In the event that you do not complete an Assignment for whatever reason, then at our sole discretion payment will be reduced accordingly.

4.8 No refunds or rebates of any of our commission is payable.

4.9 All payment queries should be addressed to us through our email address.

4.10 If for any reason you receive payment of fees directly rather than through us, you must notify us in writing within 2 days of receipt and pay us without deduction of our agency commission as set out in section 4.6 within 7 days of you receiving any fees directly.

4.11 Any overpayment of fees to you must be repaid within 7 days of request.

5. Tax and National Insurance

5.1 When working as an Actor/Artiste/Model the Inland Revenue view your employment status as self employed and:

5.1.1 you are therefore responsible for paying your own Income Tax;

5.1.2 from 6 April 2014 the Employer will not be required to deduct Class 1 National Insurance contributions from any payments made to you. Payments will be made to you gross of tax and Class 1 National Insurance contributions and you must declare these earnings as part of your normal self employed Self-Assessment return. If you require further information you should contact your local TAX office.

6. Termination

6.1 You may terminate your registration and any agreement that we have with you at any time upon giving us written notice using the Email address on our website.

6.2 We may terminate your registration and any agreement that we have with you immediately at any time:

6.2.1 Without reason by giving you notice by email;

6.2.2 In the event that you (a) are in breach of these Terms or we have reasonable grounds to believe that you are in breach of these Terms or (b) fail to provide us, within a reasonable time limit specified by us, with sufficient information to enable us to determine the accuracy and/or validity of any information provided by you, or fail to provide the evidence requested in accordance with our terms;

6.2.3 Carry out any act or make any omission which is damaging or potentially damaging to our business, third parties or other users of our services. For the avoidance of doubt this will include;

6.2.3.1 making public or publishing (including, without limitation, by posting matter on internet message boards or social networking websites) or causing to be made or published to anyone in any circumstances any disparaging remarks or comments concerning our business, third parties or other users of our services;

6.2.3.2 making public or publishing (including, without limitation, by posting matter on internet message boards or social networking websites) or causing to be made public or published, any information accessible to you via our website or relating to an assignment (including, without limitation, information given verbally) unless you have prior written consent from us to do so.

6.3 Upon or at any time after termination of your membership for any reason by you, we may delete your Profile from our Website and database and will be under no further obligation to you.

7. Acceptance of Work

7.1 If you are contacted by us with an offer of an Assignment we will inform you of the identity of the Production Company, the date the work is to commence, the duration or likely duration of the work, the type of work, location and hours during which you would be required to work, the rate of pay that will be paid and any expenses payable by or to you and any risks to health and safety known to us. In addition we will inform you of any experience, training, qualifications and any authorisation required by law or a professional body the Production Company considers necessary (or which are required by law to work on the Assignment). We cannot do this unless you have, if applicable, adhered to the provisions of section 2.5.

7.2 You are not obliged to accept any Assignment offered by us (on behalf of the Production Company) but if you do, during every Assignment and afterwards where appropriate, you will:

7.2.1 turn up to the Assignment on time and remain at the Assignment as agreed;

7.2.2 play the Role that you have been booked for to the best of your skill and ability;

7.2.3 co-operate with the Production Company's reasonable instructions and accept the direction, supervision and control of any responsible person in the Production Company's organisation;

7.2.4 abide by any specific terms related to the particular job;

7.2.5 observe any relevant rules and regulations of the Production Company to which attention has been drawn or which you might reasonably be expected to ascertain;

7.2.6 take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Production Company;

7.2.7 not engage in any conduct detrimental to the interests of the Production Company;

7.2.8 not at any time whether during or after our agreement with you divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Production Company's or our employees, business affairs, transactions or finances.

7.3 If you are unable for any reason to attend work during the course of an Assignment you must inform Precious Agency as soon as possible.

7.4 If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify us without delay.

7.5 We or the Production Company may terminate an Assignment at any time without prior notice or liability in line with agreements in place.

7.6 If you do not inform the Production Company or us with a valid reason why you would be unable to attend work during the course of an Assignment this will be treated as termination by you, unless you can show that

exceptional circumstances prevented you from complying and fulfilling said Assignment. If you are absent during the course of an Assignment and the Assignment has not been otherwise terminated we will be entitled to remove you from Precious Agency at our sole discretion.

7.7 You are under no obligation to accept any offer of work and we are under no obligation to offer you any work.

7.8 On some occasions, once filming has concluded, it may be that your status for that Assignment is of a higher contribution level than that first agreed (“Upgraded Role”) in which case you may be entitled to enhanced fees from the Production Company. Any negotiations for an Upgraded Role relating to an Assignment that you have accepted must only be undertaken by us and you must refer all such matters to us and not deal with them yourself. Precious agency commission rates will apply to the Upgraded Role.

8. Intellectual Property

8.1 You grant us an irrevocable royalty free licence to use any of the material that you provide to us and we are allowed to manipulate, reformat and otherwise alter this material for use on our website and database and other business purposes. You waive any moral rights that you may have and will not assert moral or similar rights.

8.2 We may delete all or part of the information you supply to us at our sole discretion.

9. Notices

9.1 You may send notices to us at our current email address as set out on our Website. When we refer to notifying us in writing, emails are sufficient.

9.2 We may send notices to you by emailing you at the email address you supply or Text messages using the Phone number you have given us on your Profile. It is your responsibility to verify that your email account is in proper working order and to check your emails and you assume the risk of all consequences for transmission or operational failures. It is your responsibility to ensure your phone number is up to date on your profile.

10. Data Protection and Privacy

10.1 By registering with us, you agree to us using your personal details in order to supply the Services to you (which may involve passing them on to relevant third parties such as production companies) and in order to send you further information about our products and services. We may share the data amongst our business partners for the purposes of our business interests including fulfilling our obligations to you, statistical analysis, marketing of products and services and credit control.

10.2 To make sure we follow your instructions correctly and to improve our service to you through training of our staff, we may monitor or record communications.

10.3 We will also pass on your personal details to Production Companies and payroll companies to enable them to deal with their procedures and to assist in you being paid. 10.4 You consent to us and people to whom we may pass your personal details to contact you by post, email, SMS and phone. You consent to us obtaining information from Production Companies and other third parties to

whom we introduce you for obtaining work (to provide to us data that they hold about you). These third parties may rely on this provision to provide us with that data.

10.5 You consent to us processing sensitive personal data that we may hold about you and disclosing this as set out above.

10.6 You consent to us exporting data about you including sensitive personal data outside the European Economic Area.

10.7 You may request us to stop using your data or contacting you in particular ways (other than as is necessary for the performance of our obligations under our agreement or as permitted by law) by contacting us through the Email address on our Website.

10.8 You acknowledge and agree to be bound by the terms of our Privacy Policy where applicable.

11. Liability

11.1 Nothing in these Terms limits our liability to you in the event of death or personal injury from our negligence or where the law does not permit us to limit or exclude our liability.

11.2 We will not be liable under our agreement with you for any loss, injury, expense, delay or damage caused by either of us or our employees or agents in circumstances where:

11.2.1 there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;

11.2.2 such loss or damage is not a reasonably foreseeable result of any such breach at the time we enter into our contract with you;

11.2.3 any increase in loss or damage results from breach by you of any of these Terms.

11.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time we enter into our contract with you (such as loss of profits or loss of opportunity).

11.4 We have no liability to you which arises from the provision by you to us of incorrect information. You must therefore check and verify any information you supply to us prior to doing so.

11.5 We have no liability for any injury or loss you may receive or suffer while carrying out any Assignment.

11.6 Our maximum liability to you in contract, tort (including negligence) or otherwise in relation to our relationship with you is limited to the higher of £200 and the amount of fees that you pay to us in the 12 months prior to the date the incident causing the liability in question has arisen.

11.7 As a consumer, you may have certain rights. These Terms do not affect those rights. 11.8 We will not be liable in any way for technical or other problems that you may experience in receiving emails or when using our Website and we are not responsible for any loss or damage of any kind caused to your computer equipment from using our Website.

12. General

12.1 If any provision of these Terms is unenforceable this will not stop the rest of these Terms from being enforceable.

12.2 Headings are for convenience only and do not affect the meaning of these Terms. 12.3 You are not our agent, employee or partner and you are not authorised to enter into any obligation on our behalf.

12.4 We may assign this Agreement; your rights under this Agreement are personal to you and you may not assign them. No third party may benefit from this Agreement other than a Production Company or someone to whom we assign rights to.

12.5 Even if we do not exercise any of our rights on a particular occasion, that will not prevent us exercising those rights in the future.

12.6 We are not responsible for matters beyond our control which prevent us from performing our obligations.

12.7 Reference to the singular include a reference to the plural and vice versa; reference to one gender includes a reference to all genders; the words “including” means “including without limitation”.

12.8 These Terms are governed by and construed in accordance with the laws of England and Wales. Each of us submits to the non-exclusive jurisdiction of the English Courts.

12.9 Any publicity resulting from a booking must be discussed with Precious Agency first.

12.10 The artist is reminded that script and programme confidentiality is vital and that you must not disclose information about any character or programme or commercial without prior permission from Precious Agency, the Production company and/or Advertising Agency.

12.11 We expect our artists to maintain a professional standard at all times.

12.12 Although Precious Agency has links to professional photographers please do your own research on these photographers and ensure they are photographers that you would be happy to photograph you. Precious Agency is not liable for any discrepancies related to any persons outside of Precious Agency.

Precious Agency