



TALENT BOOKING AGREEMENT

NB: Clients are required to read our full terms and conditions prior to booking. Please note: Roc Talent Agency operates as an employment agency/employment business for artist/s, model/s (as named below). No pictures/images may be used unless all fees have been agreed and paid to the agency. COMPLAINT: T&C'S #9: Both the agency and artist must be notified immediately, or full fees will be charged for the time spent at the booking. Complaints cannot be considered in retrospect.

ARTIST NAME/S:

MAKE-UP ARTIST/S:

BOOKING DATE:

BOOKING CLIENT:

EMPLOYING CLIENT:

CONTACT:

SHOOT LOCATION:

TIME AT LOCATION:

LENGTH OF BOOKING:

CLOTHES/ACCESSORIES REQUIREMENTS:

BOOKING FEE (PERMITTED USAGE RIGHTS A):

TRAVEL:

ADDITIONAL USAGE (ADDITIONAL FEE B):

TOTAL TO BE INVOICED:

USAGE AGREED:

A) PERMITTED BOOKING FEE USAGE APPLIES ON PHOTOGRAPHY BOOKINGS: T&C'S #5 (Video rights to be negotiated) Website, E-Marketing, Social Media, Brochure, Press, Leaflets and Editorial are covered by the booking fee as stated above for 12 months in the UK for 1 client only unless agreed in writing prior to booking. All other uses incur additional fees. Please ensure ultimate clients are aware of Roc Talent Agency usage terms. Liability will remain with the employing client shown below.

B) ADDITIONAL USAGE APPLIES ON PHOTOGRAPHY BOOKINGS: T&C'S #5:2 12 months in the UK for 1 client only unless agreed in writing prior to booking for: Stills & Digital Moving Media, Apps, Video Games, Cinema, TVC, OOH (Out of Home) - Posters (in any format), Billboards, Packaging, P.O.S (display material - internal & external), C.D./ DVD / Record Sleeves etc.

ADDITIONAL FEES TO BE NEGOTIATED PRIOR TO BOOKING

Liability and Insurance: T&C'S #12 / Weather Permitting: T&C'S #7 / Cancellation: T&C'S #10

EMPLOYING CLIENT: As required by department of employment regulations, this Roc Talent Agency Talent Booking Agreement must be signed and returned by the client PRIOR TO BOOKING. The failure to sign and/or return this booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to and govern the booking between the Agency and the client.

Signed Date:.....

Return prior to booking to: contact@roctalentagency.com

CLIENT TERMS & CONDITIONS

Clients are required to carefully read these terms and conditions prior to booking.

1: As required by department of employment regulations a Roc Talent Agency's booking form containing the terms of the booking must be signed and returned by the client PRIOR TO BOOKING. The failure to sign and/or return this booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to and govern the booking between the Agency and the client. Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency has agreed to such amendment and/or variation in advance and confirmed such agreement by signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form. In the event of any inconsistency or contradiction between these terms and conditions and the booking confirmation form, these terms and conditions shall prevail.

2: PAYMENT

On all invoices payment is required within 30 days of date of invoice. In all cases the person booking the artist is the client who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Roc Talent Agency reserves the right to invoice the 'ultimate client' [i.e. television/production company, director, end client etc], for example this may be done if the client is booking on behalf of the ultimate client in which case the client and the ultimate client are jointly and severally liable to pay the invoice. All fees for usage are for the right to use the artist's image and, once agreed, are payable whether or not the right is exercised. Unless Roc Talent Agency Ltd specifically agrees otherwise, in writing, no usage for the artist's image is permitted until payment is made in full. Roc Talent Agency reserves the right to alter payment terms if it deems appropriate prior to booking.

2.2: An order number must be given at the time of the booking.

2.3: Promotion assignments: All invoices to be met within 7 days from the finish of work carried out.

2.4: All payments must be made to Roc Talent Agency. If an artist is paid directly Roc Talent Agency reserve the right to still invoice the production company.

2.5 : In the event that the client is providing the services on behalf of or to a third party end user, in entering into these terms and conditions the client is acting in its capacity as the agent of the third party end user and the client shall ensure that the third party end user:

- a) enters into an agreement with the client on the same terms as these terms and conditions;
- b) acknowledges its obligations to Roc Talent Agency including but not limited to the obligation to pay Roc Talent Agency within 30 days of the date of any invoice received from Roc Talent Agency; and
- c) acknowledges that the third party end user may not use the images until payment is received by Roc Talent Agency and that at all times the third party end user is subject to any restrictions as to use of the images including but not limited to territorial restrictions and restrictions as to media in which the images may be used.
- d) Any fees received by the client from the third party end user relating to any of the rights or benefits conferred on the client by these terms and conditions shall be deposited in a designated Agency account by the client (the Third Party End User Fees). The Third Party End User Fees shall be held on trust for Roc Talent Agency as beneficiary until such time as all outstanding fees owed by the client are paid in accordance with the terms of these terms and conditions.

3: THE WORKING DAY & FEES

Clients are responsible for the artist's meals and beverage requirements on full day bookings (taking into account dietary requirements).

3.1: PHOTOGRAPHIC

All photographic bookings will be paid at an agreed rate, plus appropriate buyout (when required): hourly (min 2), half day (4 hours) or day (8 hours). Parts of hours shall be charged at half the hourly rate.

3.2: OVERTIME: Photographic bookings. Before 9.00am and after 6.00pm.

- a) The rate between 7.00am & 9.00am or after 6.00pm is time and a half.
- b) Saturdays - The rate is time and a half.
- c) Sundays - The rate is double time.

3.3: COMMERCIALS

All commercials will be for an 8-hour day and overtime rates to be discussed with the booking agent prior or post booking, unless otherwise agreed. A special rate will be negotiated for night work between 21:00 and 09:00 hours. All featured artists will be entitled to repeat fees or an equivalent buyout depending on the number of TVRs. We ask that you include a credit in the form of "artist name" @Roc Talent Agency, whenever a credit is applied. All work will be paid under the relevant agreement, either BBC/Equity, ITV/Equity, PACT/Equity or FAA/PACT agreement or as follows;

3.4: VOX POP PROMOS

All vox pop promos will be for an 8-hour day and overtime rates to be discussed with the booking agent prior or post booking, unless otherwise agreed. A special rate will be negotiated for night work between 21:00 and 09:00 hours. All featured artists will be entitled to repeat fees or an equivalent buyout.

3.5: CORPORATE VIDEO

All corporate videos will be for an 8-hour day and overtime rates to be discussed with the booking agent prior or post booking, unless otherwise agreed. A special rate will be negotiated for night work between 21:00 and 09:00 hours.

3.6: PROMOTIONS

All promotions jobs will be paid at either a 4 hour or 8 hour rate. After 8 hours overtime rates to be discussed with the booking agent prior or post booking, unless otherwise agreed. A special rate will be negotiated for night work between 21:00 and 09:00 hours.

3.7: VOICEOVER

All Voiceover work will be paid at an agreed rate prior to booking. All featured artists will be entitled to repeat fees or an equivalent buyout.

3.8: OTHER SERVICES

Additional fees are also payable for other services to be supplied by the artist, for example, personal appearances for PR purposes, trade show presentations, rehearsals etc. Fees for such services will be negotiated on an individual basis.

3.9: Clients are responsible for artist's meals on full day bookings.

3.10: ON ALL BOOKINGS APART FROM EQUITY CONTRACT TV COMMERCIALS Roc Talent Agency will invoice the client for one amount, which will be inclusive of the Roc Talent Agency fees (as detailed in the booking confirmation form) and the model fees. Roc Talent Agency will deduct and retain the Roc Talent Agency fees from the amount received from the client before accounting to the artist for the artist fees.

3.11: VALUE ADDED TAX (VAT) All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full (where applicable) without set off by the client.

4: TRAVEL

As agreed at time of booking and has outlined on the booking agreement. Travel days have to be paid at an agreed rate. All Travel expenses, per diems and accommodation (where applicable); to be paid by the client. If/When either a provisional, weather permitting option or confirmed booking is cancelled and the artist/agency have incurred any non refundable travel/hotel/accommodation costs, these will need to be settled by the booking client.

5: USAGE

The status of the assignment shall be agreed before the booking proceeds. Either Background, Walk-on or Featured. If this status is found to be different after completion then the artist may be entitled to be upgraded /buyout fee

5.1: PERMITTED USAGE - APPLIES TO PHOTOGRAPHIC BOOKINGS.

Unless otherwise agreed and included on the booking confirmation form, fees apply to U.K. only for a period of 12 months from the date of booking. Booking fees provide an entitlement and permitted rights to use photographs for Web Site, E-marketing, Social Media (Twitter, Facebook, YouTube, Blogs or other social networking or media sites), Editorial, Experimental, Brochure, Direct Mail and Press advertising only.

5.2: ADDITIONAL IMAGE USAGE RIGHTS

It is the clients responsibility to negotiate at the time of booking additional rates for any other usage rights required including Stills & Digital Moving Media, Apps, Video Games, Cinema, TVC, OOH (Out of Home) - Posters (in any format), Billboards, Packaging, P.O.S (display material - internal & external), C.D./ DVD / Record Sleeves etc.

5.3: No artists image may be used for any of the above unless all fees have been agreed and paid to the agency.

5.4: Unless otherwise agreed and included on the booking confirmation form, Usage Fees apply to U.K. for a period of 12 months from the date of booking.

5.5: Foreign usage fees are subject to separate negotiation

5.6: EXCLUSION FEES

Unless otherwise agreed in the booking confirmation form the artist is supplied to the client by the Agency on a non-exclusive basis and the artist shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the client. An additional fee will need to be agreed when the use of the artist's image or the service to be supplied by a artist in relation to a product is required on an exclusive or semi-exclusive (for example sector specific or territorial exclusivity) basis which precludes supplying services or allowing the use of the artist's image for competing and/or particular sector of products or within a particular territory.

An artist can supply services to and allow use of the artist's image by any competitor unless such an exclusivity fee is negotiated and paid by the client. It is the client's responsibility to carry out any research and check whether the artist supplied has undertaken or is booked to undertake any conflicting work.

6: PROVISIONAL BOOKING

Provisional bookings will be automatically cancelled if they are not confirmed by the client, (By signing and returning the booking confirmation form) within 24 hours of the proposed booking or if a definite booking is offered and the provisional cannot be confirmed, unless otherwise expressly agreed in writing.

7: WEATHER PERMITTING BOOKING

On the first occasion of cancellation half the booking fee is charged and payable by the client unless the client fails to cancel in time to prevent the artist's attendance in which case the full booking fee is charged and payable by the client. On the occasion of the second cancellation and any subsequent cancellations the full booking fee is charged and payable by the client.

8: EMPLOYMENT

During the course of the booking all artists' employment status will be dependent upon the specific contract with the production company. Nothing in this agreement shall render an artist to be employees of Roc Talent Agency in any way.

8.1: The client shall not at any time employ persons introduced to them by Roc Talent Agency without our knowledge and consent

9: COMPLAINT PROCEDURE

If an artist is unsuitable Roc Talent Agency must be notified immediately or the full fee will be charged. If any artist in a promotional capacity is unsuitable Roc Talent Agency must be notified within the first 2 hours or the full fee will be charged. In both cases we shall be pleased to find replacements. Complaints cannot be considered unless the above has been complied with. Whilst Roc Talent Agency will use reasonable endeavours to ensure that the artists provide a satisfactory and efficient services to clients, as the agent, Roc Talent Agency cannot be held responsible for a artist's conduct or behaviour whilst delivering the services and in this regard Roc Talent Agency shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of any artist.

9.1: Complaints can not be considered in retrospect.

9.2: Clients requesting artist style own hair & make-up on bookings, especially beauty or close in shoots, take full responsible for the finished/final look as they have no professional training or experience. We would always advise to employ one of our professional hair & make-up artists.

10: CANCELLATIONS

Television Supporting Artists: If a booking is cancelled after 5.00pm the day before an assignment, a cancellation fee may be charged of the basic daily rate. 10.1: Other bookings:

Cancellation of booking by the Client;

- a) Within 24 hours of the booking call time, the full booking fee will be charged and payable by the client unless the same artist is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the client.
- b) Outside 24 hours of the booking call time but within a period equal to the length of booking, then half the booking fee will be charged and payable by the client.
- c) The full booking fee will be charged and payable by the client for bookings of more than three days duration: within a period equal to or less than the length of the booking, then Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining the cancellation notice period.

Cancellation of booking by the Agency;

- a) Should the Agency have to cancel a booking then it shall use reasonable endeavours to provide the client with reasonable notice, take steps to offer to the client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.
- b) In any event the Agency shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the client and the client will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and Roc Talent Agency shall not be liable to the client for any costs incurred as a result of such cancellation.

11: FORCE MAJEURE

Roc Talent Agency shall not be liable to the client for any delay in performing or failure to perform any of its obligations under these terms and conditions which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by Roc Talent Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "Event of Force Majeure") and Roc Talent Agency's obligations under these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

12: LIABILITY AND INSURANCE

12.1: Roc Talent Agency shall not be liable in respect of any loss or liability arising directly or indirectly through any cause or act as a result of negligence or late arrival by any of the artists. We as the Agency act for and on behalf of our artists and whilst making every endeavour to provide a professional and efficient service we cannot ultimately be held responsible for a artists conduct/performance on an assignment.

12.2: Neither artists nor Roc Talent Agency hold Insurance cover for artist at assignments and clients should make arrangements with their Insurers. It is the client's responsibility to carry out a proper risk assessment of the location, equipment and work conditions; any risk to Health & Safety known to the client must be discussed with Roc Talent Agency at the time of the booking. The client is responsible for the artist's safety when the artist is providing services in connection with the booking. The client is obliged to make sure that all other people engaged in connection with the booking and associated travelling are properly qualified and insured.

12.3: No party excludes or limits its liability under these terms and conditions for:

- a) death or personal injury caused by its negligence;
- b) fraudulent misrepresentation; or
- c) any other type of liability which cannot by law be excluded or limited.

12.4: Roc Talent Agency limits its liability under these terms and conditions, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of Roc Talent Agency for all claims under these terms and conditions shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to Roc Talent Agency; 12.5:

Roc Talent Agency shall not be liable for:

- a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
- b) product recall costs;
- c) failure by the artist to attend a booking for whatever reason;
- d) damage to the client's reputation; or
- e) consequential, special or indirect loss or damage;

12.6: even if Roc Talent Agency has been advised of the possibility of such loss or damage.

12.7: The client shall effect and maintain (and shall require its ultimate client, if any, to maintain) throughout the continuance of these. Terms and condition insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the client that may arise under these terms and conditions. Such insurance policies shall include without limitation:

- a) cancellation insurance to protect against the potential liabilities which Roc Talent Agency and the client may incur as a consequence of the provisions of sections 7 and 10.
- b) insurance to protect the artists and Roc Talent Agency should any damage, injury or loss be caused whilst the artist is providing services to the client;
- c) The client's sole remedy against the artist for loss or damage arising out of the performance or non- performance by the artist under the terms of the booking form will be limited to direct, actual damages incurred by the client and in no event will the artist's liability exceed the compensation, excluding the reimbursement of expenses, actually received by the artist from the client.

13. ARTISTS RIGHT TO PRIVACY

Personal details and statistics for Roc Talent Agency are displayed on this site for information purposes only. By using this site you agree to adhere to each artist's right to privacy - users are NOT entitled to use any information supplied in any way other than directly associated with the hire and consideration of hire, of the artist.

14: SITE FUNCTION

roctalentagency.com is provided on an 'as is' basis Roc Talent Agency makes no guarantees that the site (roctalentagency.com) will be fully functional or available at all times. No liability will be accepted for errors and omissions in roctalentagency.com content or that the content is up to date.

15: COPYRIGHT RESTRICTIONS

Roc Talent Agency reserves exclusive copyright on all contents on roctalentagency.com with the exception of photographic images which remain the exclusive copyright of the photographer. All images on roctalentagency.com are included on the understanding and assurances that copyright clearance has been obtained by the artists included. Under no circumstances are users of roctalentagency.com entitled to download and/or store any images, text, code or associated files without prior consent of Roc Talent Agency.

16: LINKING

roctalentagency.com - In accepting these terms, the client agrees that it will not, on any website or app, link to this website, frame this website or refer to our name or logo in such a way as to suggest any form of association, approval or endorsement on the part of Roc Talent

Agency where none exists. The client agrees to comply with any directions that Roc Talent Agency may give to remove any such link, framing or reference.

17: CLIENTS PRIVACY

roctalentagency.com does not collect any personal or private information about you with the following exceptions which apply to registered users only:

17.1 : Personal Details - When registering with roctalentagency.com you may choose to supply us with your name, company or email address.

The ONLY personal details you are obliged to supply is a valid email address. Details are stored in our database and are only accessible by Roc Talent Agency and roctalentagency.com developers. These details will not be sold, traded or otherwise supplied to any person/s outside of Roc Talent Agency. The user has complete access to their personal detail. roctalentagency.com contains facilities to change your Login and Personal Details.

17.2 : Cookies - Sessions variables, which include a registered user's unique ID and username, are stored on the user's computer in the form of a session cookie. This cookie contains no personal details about you and is purely used to check that the user is entitled to access restricted content. This cookie is issued every time you sign in as a registered user.

17.3: Username & Password - Registered User's Username and Passwords are held on a secure database that can only be accessed by Roc Talent Agency and roctalentagency.com developers. This information is kept private and secure and is only used for verifying a user's right to access restricted content.

17.4: Email Address - Upon registering your email address is stored on our database and can only be accessed by Roc Talent Agency and roctalentagency.com developers. Your email address is used to email you with your login details should a reminder be required and is used to help determine login details should you forget your username or password. Your email address may also be used to send you news and promotional emails from Roc Talent Agency. 18: GENERAL

18.1: If any of the terms, conditions or provisions of these terms and conditions or the booking confirmation are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18.2: Any termination of all or part of these terms and conditions shall not affect the coming into force or the continuance in force of any provision of these terms and conditions which is expressly or by implication intended to come into force or continue in force on or after such termination.

18.3: Except as otherwise expressly provided in these terms and conditions, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the client and the ultimate client under these terms and conditions are assumed by them jointly and severally.

18.4: Nothing in these terms and conditions shall render any party a partner or agent of the other. Except as expressly permitted by these terms and conditions, nothing shall allow a party to purport to undertake any obligation on behalf of the other nor expose the other party to any liability nor pledge or purport to pledge the other's credit.

18.5: No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under these terms and conditions shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.

18.6: Except as and to the extent expressly otherwise specified in these terms and conditions, the rights and remedies contained in these terms and conditions are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in these terms and conditions.

a) The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep these terms and conditions strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances;

b) to enable enforcement of the party's rights under these terms and conditions;

c) with the prior written consent of the other party; and

d) as required by any applicable law.

18.7: These terms and conditions and the booking form constitute the entire agreement between the parties and supersede any previous agreement or arrangement between the parties relating to the subject matter of these terms and conditions.

18.8: No variation or amendment to the terms of these terms and conditions shall be valid and binding unless in writing and signed by an authorised representative of each party.

18.9: Except where these terms and conditions expressly provides otherwise, a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. The client acknowledges, accepts and agrees that Roc Talent Agency has entered into these terms and conditions for the benefit of itself and the artist and accordingly the artist shall be entitled to enforce these terms and conditions as if he/she were a party to these terms and conditions.

18.10: Subject to clause 18.11, the parties agree that these terms and conditions and its provisions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

18.11: Notwithstanding clause 18.10, the Parties to this Agreement agree that the Company may enforce its rights under these terms and conditions in any other court of competent jurisdictions outside of the courts of England and Wales.

Roc Talent Agency reserves the right to negotiate within the structure of the above terms.