

## TERMS & CONDITIONS - ADULT TALENT REGISTRATION

Name: .....

ROC Talent Agency, thereafter called the “Agency”, is an employment agency, for Models, Fashion Models, Actors, Supporting Artists and Casting, Choreographers, Make-up Artists and Stylists who are engaged on a self-employment basis.

I (named above) appoint ROC Talent Agency to act as my agent and authorize them to enter into contracts on my behalf.

1: by signing these terms & conditions:

- You agree to be bound by these terms & conditions, and to comply with instructions given to you by any member of staff of the Agency.
- You agree that you don't have any unspent criminal convictions, other than driving convictions, including sexual offences under the Sexual Offences Act 2003.
- You are not on the sex offenders register and you have never been subject to any disciplinary action or sanction relating to vulnerable groups.
- You agree to co-operate with any request from any production company to obtain a criminal records check.
- You agree that either you are not knowingly allergic to any make-up or prosthetics, or you have informed us in writing.
- You confirm that there are no material facts which you consider ought to be disclosed and could be pertinent to your engagement, or likely to cause illness injury or damage to yourself or others, or you have informed us in writing of such facts.
- You confirm that you are legally entitled to live and work in the UK.
- I agree & understand it's solely my responsibility to inform the agency on any changes, moving forward, to any of the above.

1.1: I understand I am self employed and responsible for my own tax and national insurance and I must register as such.

1.2: I understand tax and national insurance may be deducted at source for television / supporting artists bookings.

1.3: Unless you are exempt and have a valid exemption certificate – photocopy required.

4: Under the General Data Protection Regulation (GDPR) Act 2018, we are the data controller of all your details we hold. We will use your details only for purposes related to these terms & conditions, or as agreed by you or permitted by law, including contacting you with offers of castings, bookings and details of other productions we are casting for, and about other services related to your bookings. We will use appropriate measures to keep your details safe and secure.

2: I agree to notify the Agency when not available to work, this applies especially to all artists with multiple agencies

2. Once you have responded to an availability check from the Agency to say you are available for a booking/casting, you are immediately on a pencil. Whilst on a pencil, you must contact the Agency if you are offered other work on the same day, so that they can either confirm or release you from that booking/casting. Once you are on a pencil for the Agency, we have first refusal on your diary.

2.2: When booked for a day of work, you must keep the entire day free as shoots/filming may start early and finish late

3: At the time of each booking the Agency will issue details, via email, to include: fees, date of booking, employing client, start time, location, length of booking, wardrobe required, usage etc.

3. I understand that usage will be applied when applicable and the Agency will endeavour to secure additional fees but this can not be guaranteed.

3.2: It is then up to me, the person, featured to pursue this matter if desired.

4: I agree to always be on time, preferably 10mins early. I agree to notify the Agency or the employing client immediately if delayed. I realise if I am late that the other artists, employing client / hirer and the Agency could hold me responsible for their lost of earnings.

5: It is my responsibility to email the Agency with my hours immediately after the booking, within 24 hours. The Agency cannot be held responsible to any overtime not invoiced for if I haven't notified them.

5. When applicable and as outlined on the booking agreement you must notify the agency with any travel costs pre or post booking and email this back to the agency with receipts, no later than 72 hours after the booking date so we are able to add to the invoice on your behalf, if we don't hear from you within that time frame we will NOT invoice for any travel and therefore not liable to pay you. Travel is paid at cost or at £0.30-£0.45 pence per mile.

6: Commission:

6.1 Equity Contract TV Commercials.

The fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 20-33% of the invoice total dependant on booking fee. VAT and agreed expenses will be added where appropriate. It is the artists responsibility to pay their own national insurance and tax.

6.2: Fees are sometimes negotiated but your agreement will always be asked PRIOR to working and fees to you will always show on your booking details form - less disbursement as above.

7: I accept the Agency will collect monies on my behalf and I will be paid no later than 10 days after clearance of the client's payment.

7.1: I have been made aware clients can take on average to 3 > 4 months to pay after the work has been successfully completed.

7.2: However in most cases payment is made before then, but not in the same order as booked.

8: Payment is made by BACS in the name of the person who has worked, into the bank account details as given to the Agency.

8.1: It is vital the Agency has your correct contact and bank details, please keep the Agency updated.

Incorrect details may result in payments being delayed or paid into someone else's account.

8.2: The Agency operates a weekly payroll process for any cleared funds.

9. On employment agency bookings the agency is not liable for monies not received. Every effort will be made to collect outstanding debts, I understand that any expenses incurred in the recovery of debts will be met proportionally by the Agency and artists involved.

9.1: No action will be taken without prior discussion with those concerned.

10. I undertake to in a professional manner at all times, to arrive at the given time, to take clothes and accessories as asked and that they will be in a good workable condition.

10.1. I understand that if shots cannot be used for any reason on my part i.e. change of appearance, unprofessionalism, that I may be liable for the re-shoot costs and other related costs i.e. retouching, photographers time, other artist/s time on booking etc

11. I understand that if the client is not happy with my work payment may not be made and the Agency is not responsible for monies not received. Depending on the reason. The Agency and the client/hirer may also be entitled to recoup any lost earnings.

11.1: The Agency will ALWAYS consider the comments by both parties before reaching any conclusion

12: The Agency may terminate this agreement at any time in the event of the following:

12.1: If the Agency reasonably considers the artists conduct is not in keeping with the good and valuable reputation of the Agency.

12.2: If the Agency suspects the artists has commenced negotiations with a client introduced by the Agency without the consent of the Agency. Under no circumstance shall I give my contact details to the client nor work for them. If this should occur I realise that the Agency are fully entitled to charge a commission

12.3: If the Agency receives complaints about the artists behaviour.

12.4: If the artist fails to go to a confirmed booking in breach of this agreement. I will be held responsible for any fees incurred, including to other artists, client/ hirers, photographers and loss of agency earnings.

12.5: If the artist is in breach of any other provision of this agreement

13. Either party shall give 3 months' notice to the other in writing to terminate the agreement but both parties shall honour and the artists shall complete any confirmed assignments/contracts beginning within this period.

14. Mobile Phones and Cameras are not permitted on set at any time: Please switch your phone to silent when working, if you need to make a call wait until your break or meal break. Clients are paying for your time and full attention until the booking is completed, even if a phone is ringing but unanswered it causes a nuisance and we have received complaints in the past.

15. Social Media – Twitter/Facebook/Instagram etc – if you use these sites or any similar one's please DON'T mention/promote/talk about any details of any casting/auditions/booking BEFORE the campaign is live and in the public domain without approval.

16: I understand that clients will need to see professional images of me.

16.1: The Agency will need to be able to promote me visually via the website – [www.roctalentagency.com](http://www.roctalentagency.com).

16.2: It is my responsibility to keep the Agency updated on any changes of appearance, updating my portfolio when required.

16.3: I agree to update my headshot image on the website at least every twelve months.

~~44~~ Any images I supply to the Agency to use to promote me on either the website or on printed material will have been cleared for copy write.

~~54~~ You grant the Agency a worldwide non-exclusive licence to use any supplied photos in any media for the purpose of finding you work until such photos are removed from the Agency website. You further indemnify the Agency against any third party claims brought against the Agency in respect of any photos you supply.

~~64~~ In the course of registering with the Agency, you hereby grant your consent to the use of your likeness in the photos in any media worldwide in perpetuity for the purpose of finding you work, and for the promotion of the Agency.

14.7: Please note that you will have no right to use casting photos taken by the Agency for any purpose, unless agreed in writing.

15: I have read and understood the above and wish to be registered with the Agency. Page 3

15.1: I realise this does not constitute an offer of work either expressed or implied.

~~25~~ You hereby undertake that you have the right in law to accept and undertake work in the UK by virtue of your citizenship or immigration status. You must inform the Agency immediately if there is a change in your legal right to work.

~~16~~ I agree to provide the Agency proof of identity taking the form of a photocopy of passport or driving licence. This may be in paper or electronic form.

~~17~~ Working with children: As of 1st January 2016, ALL Artists who work on Productions involving under 18's must have obtained a basic disclosure certificate which shows they have no unspent convictions for offences contained within the Sexual Offences Act 2003.

1 : This is something you HAVE to apply for yourself if you decide to join the Agency.

~~27~~ Current cost for this disclosure form is £25.00, payable to the government, and covers you for bookings across the whole of the UK. Link to download can be found <https://www.gov.uk/request-copy-criminal-record>

17.3: The basic disclosure lasts for 18 months at which point it is your responsibility to renew it before it expires.

18: I confirm I have been given a copy of this agreement.

PRINT NAME: .....

SIGNATURE: .....

DATE: .....