

TERMS & CONDITIONS - JUNIOR TALENT REGISTRATION

Name:

Parent/Guardian Name:

ROC Talent Agency, thereafter called the “Agency”, is an employment agency for photographic child models, actors, supporting artists and casting.

I (named above) appoint ROC Talent Agency to act as my child's (named above) agent and authorize them to enter into contracts on his/her behalf.

- 1 I understand ALL models are self employed and responsible for their own tax and national insurance and must register as such.
- 1 1: I understand tax and national insurance may be deducted at source for television/walk on/supporting artists booking - the Agency will notify me when applicable.
- 1 2: Under the General Data Protection Regulation (GDPR) Act 2018, we are the data controller of all your child's details we hold. We will use these details only for purposes related to these terms and 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 child's bookings including Child Performance and Activities Licence Application Forms. We will use appropriate measures to keep these details safe and secure.
- 2 It is a legal requirement for all working children 0>15 years to have an approved licence issued by their LEA (Local Education Authority) for EVERY booking undertaken, even out of school hours and including weekends - Roc Talent Agency email the application form to parents to complete their parts.
- 2 1: I understand that the Agency may have to provide the licence applicant (the employing client) with all the relevant personal information required of my child, along with parent/guardian details, for a performance licence to be issued for my child to take part in any bookings.
- 2 2: No bookings can be offered without a licence approved and in place.
- 2 3: There are no FEES/CHARGES for this application process.
- 2 4: Birmingham based children - parents are able to complete their part of the application every 6 months, the LEA will then hold this on file for a 6 month duration, then reapply once this term has expired. However, if during this 6 month period the child changes address or school, a new application has to be submitted to the LEA.
- 2 5: Any changes, home or school address, it is the parent's responsibility to keep the Agency updated and supply a new completed application form, the Agency can not be held responsible if an application is refused and their child is unable to attend a booking due to the time period required by their LEA to issue a licence.
- 2 6: Every application requires a copy of the child's birth certificate and a passport sized image - head shot.
- 2 7: Children of school age - I have been made aware a school approval email/letter is required for EVERY BOOKING (except Birmingham, who contact the school), and once a booking is in the offering I have 24 hours to get this approved notification to the Agency to file along with the licence application to the LEA. I understand that without the approval from the school the Agency will NOT be able to confirm my child on a booking.
- 3 I agree to notify the Agency when my child is not available to work, this applies especially to all persons with multiple agencies.
- 4 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.

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

4: TRAVEL: When applicable and as outlined on the booking agreement, parents/guardians 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 child's 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 your child. Travel is paid at cost or at £0.30-£0.45 pence per mile. Page 2

4: On television bookings, at the end of the shoot you will need to be signed off by the 2nd AD. You must keep a copy of this as this is the only proof that you were there.

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

4.5: It is then up to me to pursue this matter if desired on behalf of my child.

5: I agree to always be on time, preferably 10 minutes early. I agree to notify the Agency immediately if delayed. I realise if we are late that the other workers, the photographer, or client/hirer and the Agency could hold me responsible for their loss of earnings.

6: COMMISSION: 6.1: Equity Contract TV Commercials. The fee negotiated by the agent is the child'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 child's parents/guardians responsibility to pay the child's national insurance and tax.

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

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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: Payments to my child are made by BACS in the name of the person who has worked.

8: It is vital we have the correct contact and bank details for them, 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: As an employment agency, Roc Talent Agency, are 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 workers involved. No action will be taken without prior discussion with those concerned.

10: I understand my child must behave 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: I understand that if shots cannot be used for any reason on my child's part i.e change of appearance, unprofessional, that I may be liable for the reshoot costs and other related costs i.e retouching, photographer's time, other persons time on booking, loss of agency commissions.

11: I understand that if the client is not happy with my child's work payment may not be made and that Roc Talent Agency is not responsible for monies not received. Depending on the reason i.e behaviour, unprofessional etc. Roc Talent Agency and the client/hirer may also be entitled to recoup any lost earnings.

11.1: We 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 your child's conduct is not in keeping with the good and valuable reputation of the Agency.

12.2: If the Agency suspects the parents/guardians have commented negotiations with a client introduced by the Agency without the consent of Roc Talent Agency. Under no circumstance shall I give 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 child's behaviour.

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

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

~~62~~. Either party shall give 3 months notice to the other in writing to terminate the agreement but both parties shall honour and the child shall complete any confirmed assignments/contracts beginning within this period.

13: Mobile phones and cameras are not permitted on set at any time. Please switch your phone to silent when on bookings - studio and locations.

13 SOCIAL MEDIA: X/Facebook/Instagram/TikTok etc - if you use these sites or any similar ones, please DO NOT mention/promote/talk about any details of any casting/auditions/booking BEFORE the campaign is live and in the public domain without approval. Page 3

14: I understand that clients will need to see current professional images of my child.

14.1: Roc Talent Agency will need to be able to promote my child visually via the website - www.roctalentagency.com

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

14.3: I agree to update my child's headshot image on the website at least every 12 months.

~~14~~ Any images I supply to Roc Talent Agency to use to promote my child on either the website or on printed material will have been cleared for copyright.

~~54~~ You grant the Agency a worldwide non-exclusive licence to use any supplied photos in any media for the purpose of finding your child 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.

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

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

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

PARENT/GUARDIAN SIGNATURE:

DATE: