

## Artist Terms and Conditions April 2024

### **Background**

- 1) The Extras Department (Northern Ireland company number NI063525; Republic of Ireland company number 602689) ("Company") trades as an employment agency in compliance with both the Conduct of Employment Agencies and Employment Business Northern Ireland Regulations 2005 and the Employment Agency Act 1971 Rep. of Ireland. We find opportunities for registered artists to work, primarily in the film, TV and advertising industries, directly with hirers (including but not limited to production companies) and through our clients (including but not limited to casting agents and casting directors).
- 2) Please read this agreement ("Agreement") carefully as it sets out your rights and obligations with respect to the work-finding services provided by the Company, specifically contractual arrangements, and engagements for the artist's services within the industry with third parties, ("Services"). It also includes important information (see our Privacy Notice at Annex 1 in particular) about the personal data we hold about you, how we will use that information and for what purposes it will be used. By subscribing for the Services provided by the Company, you ("Artist") agree to abide by these terms and conditions and consent to our use of your personal data on the basis detailed by our Privacy Notice.

### **Parents/Guardians**

- 3) Where an Artist is under 18 years of age, then this Agreement is to be entered into by both the Artist and his/her parent or guardian for the purposes of consenting to the provision of the Services for the benefit of the Artist and procuring that the Artist abides by the following terms and conditions. The Artist's parent/guardian warrants that they have custody/control of the Artist, agrees that the terms herein are in the Artist's best interests and is also solely responsible for ensuring that (where appropriate and required by the Company or a Production Company) the Artist is chaperoned at all times when working for a Production Company.

### **Right to Work**

- 4) The Artist hereby undertakes that they have the right in law to accept and undertake work in the UK and/or the Republic of Ireland by virtue of citizenship or immigration status. The Artist must inform the Company immediately if there is a change in their legal right to work. It is the Artist's responsibility to provide the company with appropriate evidence of their Right to Work status via a Share Code link directly from the Home Office website.

### **Equal Opportunities**

- 5) The Extras Dept. is committed to equal opportunities irrespective of gender, age, race, disability, religion, sexual orientation, marital status or any other criteria not related to skill or ability. The Extras Dept. is not involved in compiling casting briefs that we receive from productions. Where gender, age, height and/or appearance is specified by a production's casting brief such characteristics are a genuine occupational requirement for the role.

### **Term**

- 6) This Agreement shall commence from the date of receipt by the Company of a signed copy of this Agreement together with completed application for membership and shall continue for a period of 12 months thereafter recurring annually unless terminated.

### **Company's Services**

- 7) The Artist shall be entered into the Company's database and website of Artists and the Company shall use reasonable endeavours to introduce, negotiate and secure work engagements on the Artist's behalf as appropriate to the production casting briefs, Artist's talent, capabilities, and qualifications.
- 8) Offers of work from hirers, e.g., production companies, will either be communicated to the Artist directly (via SMS message/email/telephone) or when appropriate via a general email advertisement to all of the Artists registered with the Company or by a general advertisement published on the Company's website or social media platforms.
- 9) When an Artist has been booked for work, the engagement is subject to a contract with the hirer, usually a production company, not by the Company. The hirer shall be responsible for issuing or arranging the issue of appropriate documentation confirming specific details of the engagement. The Company may enter into contracts with third parties on behalf of the Artist with the Artist's permission; if such a situation arises the Company will provide the Artist with a copy of any such contract within 5 working days.

- 10) The Company shall use reasonable endeavours to promote the Company's database of Artists via the Company's website. The Company however cannot guarantee or warrant the number of times an Artist's entry will be reviewed or that it will secure engagements for the Artist. Time shall not be of the essence in the Company's performance of the Services.
- 11) The Company reserves the right (at its absolute discretion) to modify or discontinue the Services (or any part thereof) offered by it at any time, with or without notice to the Artist. The Company shall not be liable to the Artist or any third party in the event of such modification or discontinuation.

**Fees**

- 12) The Company does not charge the Artist any upfront or fixed fees for becoming, or remaining, a registered Artist if the Company does not successfully place the Artist on an Engagement.
- 13) The Company shall be entitled to charge those Artists that have been successfully placed on an engagement an administration fee of £32.50/€45.00 for those aged 17 or over on the date of their engagement / an administration fee of £15.00/€20.00 for those aged 16 and under on the date of their engagement (the "Website Fee") shall be payable from the fees received from the first job that the company sources for the Artist and then annually on date of Artist's first engagement. The Website Fee covers Company's cost of processing payments for each engagement to the Artist and for maintaining and developing the website. The website is designed to find the Artist work with a Production Company, to provide companies with information about the Artist and allow the Artist to manage their profile, bookings and payments.

**Commission**

- 14) The Company is entitled to charge the Artist a non-refundable commission for each engagement successfully placed or introduced through the Company and on any renewals and/or extensions of such engagement. The rate of commission is up to 15% on earnings below £400/€450 rising to 20% on earnings above £400/€450 (including without limitation, all advances, deposits, guarantees, repeat fees and overages).
- 15) Unless otherwise agreed, the hirer shall deduct the Commission from the amount payable to the Artist for an engagement performed by the Artist for the hirer prior to paying the Artist and shall pay the commission to the Company in arrears. The Artist acknowledges and agrees that the hirer shall be entitled to deduct the commission from the fee and the Company shall be entitled to receive the Commission in this manner. For smaller engagements, the hirer may choose to pay the amount due to the Artist direct to the Company. In such cases, the Company shall deduct the commission from the amount received and then pay the Artist.

**Payments**

- 16) The Artist hereby grants the Company the necessary permissions to collect fees and other monies due to them including (but not limited to) expenses on the Artist's behalf in relation to any engagement that they have been introduced to, negotiated and/or sourced for the Artist. The Company will invoice hirers and aims for all payments to be received within 4 to 8 weeks of the relevant day of work. The Company will pay the Artist any monies due within 10 days of receipt of funds via Paypal. Payment shall be issued via PayPal via to the email address associated with the Artists profile, if the artist uses a different email address for PayPal they must inform the company immediately. No payment shall be made until the Company has received payment from the hirer.
- 17) It is not the Company's responsibility to recover overdue unpaid monies from any hirer. Any costs the Company incurs over and above the normal cost of collecting monies from a hirer (for example because of stopped or re-presented cheques) will be chargeable to the Artist. Any other costs (for example solicitors fees, small claims court charges etc.) that the Company reasonably incurs in the collection of monies from a hirer shall only be incurred and charged to the Artist with its prior agreement.
- 18) All sums payable under this Agreement are inclusive of VAT or other applicable sales taxes. For tax purposes, you are considered self employed. You are therefore responsible for paying your own income tax and completing an annual tax return; the company cannot offer any specific advice on an Artist's tax situation.
- 19) You are considered self-employed for National Insurance purposes. You will not have a class 1 National Insurance deduction from your payment and will receive all payments without National Insurance deductions.

- 20) If any dispute arises as to the amount of commission payable by the Artist to the Company, the same shall be referred to the Company's accountants for settlement and their certificate shall be final and binding on both parties.

**Artist's Responsibilities/Obligations**

- 21) The Artist hereby grants to the Company all necessary performer consents, including without limitation, consent under the UK Copyright, Designs and Patents Act 1988 (as amended) and the Rep. of Ireland Performers Protection Act 1968 to enable the Company to provide the Services to the Artist and distribute to third parties details of the Artist's entry onto the Company's website.
- 22) The Artist is expected to behave in a professional manner at all times in their dealings with the Company and with our clients, hirers and on set. This includes responding promptly to availability enquiries sent by the Company, being reliable, polite and helpful on set including following directions in a timely manner and bringing the appropriate dress as directed.
- 23) The Artist shall ensure that they are available to work for the hirer on such days and at such times as required. The Artist must ensure that, in the event that the Company finds an engagement for them, before they confirm their availability, they are certain that they are available to work on the date(s) specified. If the Artist has confirmed their availability and subsequently becomes unavailable, the Artist must contact the Company immediately.
- 24) Subject to the terms of the Privacy Notice, the Artist agrees that by subscribing to the Services, the Company shall be entitled to publish the Artist's photograph and an abridged portfolio on the Company website and to provide the Artist's contact and personal information to hirers once the Artist has accepted an engagement offered by a hirer. Further, such hirer shall be entitled to share such information (including without limitation, all portfolio and contact information) with third parties employed or engaged by it for specific professional purposes only.
- 25) The Artist acknowledges that their conduct reflects the Company. In the event of a complaint from a hirer and/or the Company deems the Artist's behaviour inappropriate or unacceptable, the Company reserves the right to immediately cease providing the Services, terminate this Agreement and remove the Artist's profile from the website.
- 26) The Artist acknowledges that filming, productions and castings may be cancelled by a hirer at short notice and for any reason whatsoever prior to the date the Engagement is due to commence. In such event, the Company will use its reasonable endeavours to obtain compensation for the Artist, but such compensation cannot be guaranteed, as it is paid strictly at the hirer's discretion. If any such compensation is paid by a hirer, commission will be payable to the Company on that amount.
- 27) In the event that the Artist changes their contact details, they must inform the Company immediately.
- 28) The Artist warrants that they will not (under any circumstances whatsoever) use any photographic or recording equipment whilst anywhere on location, whether on set or otherwise, and will keep the details and nature of the work for the hirer strictly confidential. The Artist will not discuss any of the details of the filming, production or casting with any unconnected third party, including, without limitation, any journalists or on social media websites.
- 29) Subject to the terms of the Privacy Notice, if any engagement requires the Artist to work with any person under the age of 18, the Artist will, upon request, provide the Company with such additional information as the Company requires to ensure that the Artist is suitable for that Engagement.

**Vetting**

- 30) The Company reserves the right to vet all applicants wishing to subscribe for its Services. This may include, without limitation, requesting character references from third parties. The Company reserves the right (at its absolute discretion) to refuse subscription to its Services. The Company is not obliged to discuss or to provide reasons why subscription has been refused, as its decision is final. On certain productions where minors will be present on set, the hirer may request proof of a basic criminal record check to seek external assurances that the Artist has no unspent convictions for offences contained within the Sexual Offences Act 2003.

**Photos**

- 31) Subject to the terms of the Privacy Notice, the Artist hereby grants consent to the use of their photograph in any media worldwide in perpetuity for the purpose of finding the Artist work, and for the promotion of Company, including without limitation, on the Company website, literature, Company publications or other marketing material. Artist indemnifies Company against any third party claims brought against Company in respect of Artist photographs.

**Health and Safety**

- 32) The company can accept no liability whatsoever for any injury or harm sustained or caused to the Artist, or any financial loss sustained, whilst travelling to or from or whilst engaged in any work introduced to you by the Company.
- 33) It is the hirer's responsibility to ensure that the Artist has a safe place of work and that they are properly informed of any relevant health and safety issues. The Artist must however take appropriate care of the Artist's own health and safety and co-operate fully with the hirer in their implementation of a safe place of work.

**Termination of Registration**

- 34) The Artist may terminate registration with the Company in writing (email sufficient) only after the completion of, or release from, any remaining days of work that have been booked or pencilled for and when all fees sums due to the Company have been paid.
- 35) On termination the Company will keep the Artist's contact and compliance information, for as long as required by law and in accordance with the Privacy Notice.
- 36) The Company may terminate the Artist's registration at any time without cause by giving the Artist two weeks notice.
- 37) The Company reserves the right to terminate the Artist's registration with immediate effect for any serious breach of the terms and conditions of this Agreement. For the purposes of this paragraph, any material breach that has not been remedied within a reasonable time shall be considered a serious breach. The Company will give notice of termination under this paragraph and its basis in writing (email sufficient).

**Miscellaneous**

- 38) The Company may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement. The Artist may not, however, assign any of their rights or obligations under these terms.
- 39) This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 40) The Company may amend or modify the terms of this Agreement from time to time at its sole discretion and without notice to the Artist. Any such revision will be binding and effective immediately on posting of notification of such changes on the web page – [www.theextrasdept.com](http://www.theextrasdept.com)
- 41) Any notices required or other communication to be given under the provisions or in connection with this Agreement by Artist to Company shall be in writing and shall be sent by email to the following address: [info@theextrasdept.com](mailto:info@theextrasdept.com)
- 42) This Agreement constitutes the entire agreement and understanding between the Artist and the Company with respect to the subject matter hereof.
- 43) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Northern Ireland. The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.