

## TERMS AND CONDITIONS OF SUPPLY OF SUPPORTING ARTISTES BY VFA CASTING LTD.

### 1. Acceptance of Terms and Conditions

The Client shall be deemed to have accepted and agreed to these terms and conditions (“the Terms”), (which shall prevail over any other terms and conditions put forward by the Client and contains the entire agreement between the parties unless otherwise agreed in writing by a director of the Agency), when any of the following events occurs:

- 1.1 the Client requests the Agency to Introduce a Supporting Artiste for any position; or
- 1.2 the Client Engages a Supporting Artist in any capacity; or
- 1.3 a Supporting Artist begins work for the Client in any capacity; or
- 1.4 the Agency provides any of the Services to the Client.

The Agency may amend these terms from time to time by posting updated terms to its website or emailing the Client. It is the Client’s responsibility to ensure that it checks that it has reviewed the latest terms prior to requesting any Services from the Agency.

### 2. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

“Agency”	VFA Casting Ltd., a company registered in England and Wales under company registration number 14693976 of registered address 167-169 Great Portland Street, 5 <sup>th</sup> Floor, London, W1W 5PF;
“Agreement”	the agreement between the parties incorporating these Terms;
“Client” or “Employer”	any person, firm or company who approaches the Agency with a view to Engaging or otherwise employing a Supporting Artiste, or any person, firm or company to whom a Supporting Artiste is Introduced by the Agency;
“Engage(s)” (or “Engagement” or “Engaged”)	the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary, or other basis, of a Supporting Artiste by or on behalf of the Client whether as a Supporting Artiste or background Artiste and including without limitation any Upgraded Role or other role;
“Supporting Artiste”	a person Introduced by the Agency to the Client to be considered for an Engagement as a Supporting Artiste, background Artiste and any Upgraded Role;

“Fee”	the fees payable by the Client to the Agency as the agent of a Supporting Artiste for an Engagement of a Supporting Artiste Introduced by the Agency and such other sums (e.g. expenses) which are from time to time agreed to be paid to a Supporting Artiste;
“Introduce” (or “Introduction”)	the provision to the Client of any details, whether written or oral, of a Supporting Artiste, whether or not the Client had knowledge of that Supporting Artiste before the Introduction;
“Parties”	the Agency and the Client, and ‘Party’ shall mean either one of them;
“Regulations”	the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended;
“Services”	search for Supporting Artistes for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency; and
“Upgraded Role”	occasionally, it may be that the Supporting Artiste’s status for that Engagement is of a higher contribution level than that first agreed.
“EP” (or “Entertainment Partners” or “Entertainment Partners UK Limited”)	Refers to Entertainment Partners, the company that who supply and manage the casting platform used by the Agency.

### 3. Agency Obligations

- 3.1 The Agency shall provide the Services to the Client subject to these Terms. Where the Agency agrees on behalf of a Supporting Artiste to an Engagement it warrants, unless it has notified the Client otherwise, that it is authorised to do so on behalf of the Supporting Artiste for that Engagement provided that it is solely the responsibility of the Client to ensure that the Supporting Artiste enters into such documentation that the Client requires with regard to the services of the Supporting Artiste including without limitation any assignment or waiver of rights and any confirmations from the parents or guardians of minors (i.e. Supporting Artistes under 18) as the Agency has no authority to deal with such matters on behalf of the Supporting Artistes.
- 3.2 The Agency shall use reasonable endeavours (but at its sole discretion) to Introduce to the Client a Supporting Artiste suitable to carry out work of such nature as the Client shall notify to the Agency. The Agency does not represent, warrant, or undertake to find a suitable or any Supporting Artiste for each vacancy notified to it by the Client.

- 3.3 When Introducing a Supporting Artiste to the Client for employment, the Agency is acting as an employment agency as defined in the Regulations. Nothing in this agreement shall ever render Supporting Artistes to be employees of the Agency or Entertainment Partners in any way.
- 3.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure the suitability of any Supporting Artiste Introduced to the Client by obtaining confirmation of the Supporting Artiste's identity; that the Supporting Artiste has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Supporting Artiste is willing to work in the position which the Client seeks to fill.
- 3.5 At the same time as proposing a Supporting Artiste to the Client the Agency shall inform the Client of such matters in clause 3.4 as it has obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Supporting Artiste is being proposed for a position which is the same as one in which the Supporting Artiste has worked within the previous five business days and such information has already been given to the Client.
- 3.6 By requesting the Agency to Introduce Supporting Artistes for a vacancy, the Client authorises the Agency to advertise such a vacancy whether on its website, by email or otherwise.

#### 4. Fees and Payment

- 4.1 The Client (Employer) shall pay all Fees to EP's client account including commissions and fees due to the Agency and EP. The Client **shall not pay any Supporting Artiste directly**. The Fees shall be as agreed at the time of agreeing the Engagement.
- 4.2 The Fees for any Engagement may be invoiced at any point after services have been provided by the relevant Supporting Artiste.
- 4.3 The payment of the Fees shall be made by the Client to Entertainment Partners' client account within 14 days of the date of the invoice.
- 4.4 If, after an offer of an Engagement has been accepted by a Supporting Artiste, the Client withdraws the offer, the Client shall be liable for a cancellation fee as set out by the relevant union pay agreements (where the Fees have been set by reference to them). Where their Fees have not been agreed by reference to a union pay agreement, if the offer is withdrawn less than 24 hours before the date of the Engagement 50% of the Fees will be payable unless the Engagement is cancelled after 15:00 the day before the Engagement is due to commence, in which case 100% of the Fees will be payable.
- 4.5 All amounts stated are exclusive of VAT, which will, if applicable, be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.6 If the Client does not make a payment by the due date, then the Agency shall be entitled to charge a late payment fee of 10% of the outstanding amount.

- 4.7 On some occasions, once filming has concluded, it may be that the Supporting Artiste's status for that Engagement is of a higher contribution level than that first agreed ("Upgraded Role") in which case the Supporting Artiste may be entitled to enhanced Fees from the Client. Any negotiations in connection with any Upgraded Role relating to a Supporting Artiste that has been Introduced must only be undertaken with the Agency (i.e. not with the Supporting Artiste) and for the avoidance of doubt all Fees relating to the Upgraded Role must be paid via the Entertainment Partners' client account, to the Agency as the Supporting Artiste's agent.
- 4.8 All Fees must be paid to the Entertainment Partners' client account, details of which appear on the invoices, and which are available on request.

## 5. Client's Obligations and Acknowledgments

- 5.1 All communications with Supporting Artistes Introduced by the Agency for an Engagement must, other than while on set, be made through the Agency.
- 5.2 The Client shall engage the Supporting Artists directly under a contract for services and acknowledges that in any event the Agency and EP are not held out as the employers of, or a contractual intermediary in respect of the services of the Supporting Artist. The Client is responsible for discharging any and all obligations as employer of any Supporting Artist or otherwise relating to the engagement of the Supporting Artist as a worker or as an occupier of premises at which the Support Artist works, including health and Safety at work.
- 5.3 Health and Safety is the responsibility of the Client and the Client must have suitable employer's liability and public liability in place to cover all the Supporting Artistes it Engages through the Agency. A failure to comply with Health and Safety regulations shall constitute a material irremediable breach of this agreement. Relevant Health and Safety information must be relayed to the Supporting Artiste in line with the Employment Agencies Act 1973.
- 5.4 When requesting the Agency to Introduce Supporting Artistes for a vacancy, the Client shall provide to the Agency the following information:
- 5.4.1 the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business.
  - 5.4.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date, and the likely duration.
  - 5.4.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks.
  - 5.4.4 the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body.
  - 5.4.5 any expenses payable by or to the Supporting Artiste.

- 5.4.6 the minimum rate of remuneration, the intervals of payment and any other benefits.
- 5.4.7 where applicable, the length of notice to which the Supporting Artiste would be entitled to receive or be required to give for termination of the Engagement.
- 5.4.8 whether the vacancy involves working with vulnerable persons.
- 5.5 The Client shall satisfy itself as to the suitability of any Supporting Artiste for the vacancy for which the Supporting Artiste has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
  - 5.5.1 check the validity of the Supporting Artiste's qualifications;
  - 5.5.2 ensure, where appropriate, that the Supporting Artiste is capable of operating any equipment or machinery to the necessary level;
  - 5.5.3 obtain any work or other permits needed by the Supporting Artiste; and
  - 5.5.4 ensure that the Supporting Artiste satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 5.6 By agreeing to Engage or make use of a Supporting Artiste in any way, the Client shall be liable to pay the Fees.
- 5.7 The Client:
  - 5.7.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Supporting Artiste or the Client if it Engages a Supporting Artiste to fill a vacancy; and
  - 5.7.2 shall inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Supporting Artiste or the Client.
- 5.8 If the Client is to lend money to the Supporting Artiste to meet travel or other expenses, the Client shall notify the Agency and:
  - 5.8.1 shall provide the terms of such loan to the Agency; and
  - 5.8.2 warrants that the repayment terms of such loan shall not require the Supporting Artiste to repay a greater sum than the sum lent.
- 5.9 The Client acknowledges to the Agency that:
  - 5.9.1 should the information required by clause 5.3 be incorrect, misleading, or not given in a timely manner, then that will impact on the Agency's ability to perform its duties.
  - 5.9.2 it has had the opportunity to read the contract entered into by the Supporting Artistes with the Agency and is satisfied with the clauses

assigning rights from the Supporting Artiste to the Agent and is aware that it is the Client's duty to ensure that the Supporting Artiste adheres to any requirements that the Client may have.

## 6. Warranties, Liability, and Indemnities

- 6.1 The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Supporting Artiste for any vacancy.
- 6.2 The Agency confirms that, in Introducing any Supporting Artiste to the Client, it is not aware of anything which will cause any detriment to the interests of that Supporting Artiste or the Client if the Client Engages the Supporting Artiste to fill a vacancy except as notified to the Client.
- 6.3 Neither the Agency nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Supporting Artiste, unless such loss, damage, costs or expenses are the direct result of the gross and wilful negligent acts or omissions of the Agency. But without limiting the generality of the foregoing, the Agency shall not be liable for any loss, injury, damage, expense, or delay arising from or in any way connected with:
  - 6.3.1 any failure of the Supporting Artiste to meet the Client's requirements for all or any of the purposes for which the Supporting Artiste is required by the Client;
  - 6.3.2 any act or omission of a Supporting Artiste, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise; or
  - 6.3.3 any loss, injury, damage, expense, or delay suffered by a Supporting Artiste.
- 6.4 Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed 15% of the Fee(s) paid or due to be paid by the Client to the Agency under this Agreement in relation to the Supporting Artiste to which the Claim relates in the 12 months preceding the date on which the act or omission giving rise to the Claim occurred.
- 6.5 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, or goodwill. The provisions of this clause 6.5 shall not apply to clause 6.6.
- 6.6 The Client shall indemnify and hold harmless the Agency from and against all claims and losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:
  - 6.6.1 any loss, injury, expense, or delay suffered or incurred by a Supporting Artiste, however caused, and/or

- 6.6.2 any loss, injury, damage, expense, or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Supporting Artiste, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise,

that arises directly or indirectly out of or in any way connected with the Introduction, Engagement or use of a Supporting Artiste, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Agency or the Client's breach of these Terms. 'Claims' shall mean all demands, claims, proceedings, penalties, fines, and liability (whether criminal or civil, in contract, tort or otherwise), and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

- 6.7 The parties will adhere to the laws regarding privacy including any UK law that mirrors the General Data Protection Regulations. To the extent that either party suffers loss that is caused by the other party's failure to adhere to the rules regarding privacy it shall be indemnified by the other party.

## 7. Chitless Use

- 7.1 The Agency will facilitate the use of EP's Chitless technology by introducing the Client to a Production Liaison from EP. The Production Liaison will arrange an in person or remote Chitless training session for the relevant assistant director and production accounts representative.
- 7.2 In using EP's Chitless system, you agree:
- 7.2.1 to notify us immediately if you become aware of any unauthorised access to your Client account or unauthorised use of your username or password;
- 7.2.2 not to disclose your password to anyone or allow anyone else to use your account;

## 8. Termination

- 8.1 Either party may terminate this Agreement on written notice to the other party. The notice shall take effect as specified in the notice.
- 8.2 The Client shall pay the Agency for all services provided by any Supporting Artiste Introduced by the Agency notwithstanding termination of this Agreement.

## 9. General

- 9.1 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

## 9.2 Assignment

Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

## 9.3 Entire Agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations, or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

## 9.4 Waiver

No failure or delay by the Agency in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

## 9.5 Agency, Partnership, Etc.

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

## 9.6 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

## 9.7 Publicity

The Client consents both during and after termination of this Agreement to the Agency being able to use its name and logos and the name and logos of any production for which Supporting Artistes have been provided on its websites and for generally promoting its services.

## 9.8 Interpretation

In this Agreement unless the context otherwise requires:



- 9.8.1 words importing any gender include every gender;
- 9.8.2 words importing the singular number include the plural number and vice versa;
- 9.8.3 words importing persons include firms, companies and corporations and vice versa;
- 9.8.4 references to numbered clauses are references to the relevant clause in this Agreement;
- 9.8.5 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 9.8.6 the headings to the clauses of this Agreement are not to affect the interpretation;
- 9.8.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 9.8.8 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

#### 9.9 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Party set out in clause 2.

#### 9.10 Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

#### 9.11 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it (other than any Supporting Artistes Introduced to the Client) any right to enforce any of its provisions.