

## TERMS AND CONDITIONS OF CONTRACT WITH ARTISTES

The following are the terms and conditions (called "these Terms") between VFA Casting Ltd. for the supply of work seeking services for you. We may change these Terms from time to time with your agreement and any changes will be posted on our website and reflected within the text of these Terms. By accepting any offers of work, you are deemed to have agreed to these changes.

We intend to rely upon these Terms. We and where specified in these Terms the Production Company are the only parties who can rely on and enforce these terms. This is to avoid any misunderstandings as to what we and you are expected to do. It is important that you read and understand these Terms before agreeing to them. If there is any term that you do not understand please notify us in writing before agreeing to these Terms.

If you do not accept these Terms then please do not accept any bookings with us. When you accept a booking, you agree to these Terms and this forms a binding agreement between you and us.

These Terms set out the entire agreement between us and supersede all previous discussions, correspondence and negotiations between us relating to its subject matter. Each of us agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms. Other parts of our website may contain useful information such as the Rates page with a summary of union pay agreements, but these do not form part of our agreement. Certain parts of the website do contain other contractual provisions such as the Website Use Terms and Conditions and these will be clearly marked as being terms and conditions. When you accept an Assignment, specific terms relating to that Assignment may be agreed by you with the Production Company separately and may be made orally.

For the avoidance of doubt, these Terms do not give rise to a contract of employment between us and you. Any engagement is on the basis of you as a self-employed worker. You should therefore not accept bookings with us if your Visa does not allow you to carry out work on a self-employed basis. During the course of an assignment your employment status will be dependent upon the specific contract with the Production Company. You acknowledge that at no point under this agreement will you be an employee of VFA Casting Limited.

Please note should you provide services to a Production Company you will owe the Production Company certain obligations. Should you breach these requirements the Production Company as a "third party" will be able to take action against you.

Please refer to section 14 where certain capitalised terms are defined. Other capitalised words appear within the text of these Terms.

### Contents

1. Your Authority to Us
2. Eligibility
3. Your Obligations
4. Payment Rates for Work
5. Tax and National Insurance Termination
6. Acceptance of Work

7. Intellectual Property
8. Notices
9. Data Protection and Privacy
10. Liability
11. General
12. Definitions

## 1. Your Authority to Us

- 1.1 We operate as an employment agency providing a work seeking service in accordance with the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended. We act as an agent between you and any Production Company. You agree that we are authorised to act on your behalf and to enter into contracts on your behalf in connection with you acting as a Supporting Artist but subject to section 8.1 we will only do so once you have agreed with us to accept a particular Assignment. Section 8.1 sets out our procedures as to how we offer Assignments to Supporting Artistes.
- 1.2 Notwithstanding section 2.5 you acknowledge that should you have any specific concerns or queries regarding any Assignment then you should talk to us immediately before accepting the Assignment and we will do whatever in the circumstances we can to deal with your concerns.
- 1.3 We try to find work as a Supporting Artiste for individuals who have a Profile registered on Entertainment Partner's Casting Platform ("the Services"). By registering your Profile, you confirm that you are asking us to find you work as a Supporting Artist. Information that you supply for your Profile may be made available to Production Companies who are seeking Supporting Artistes and will be used by us to identify suitable SAs for Production Company requests. It is your responsibility to ensure that any information you include on your Profile is accurate and that you do not do anything that could bring us into disrepute or make prospective Production Companies less likely to contact us to hire SAs.
- 1.4 We decide whether or not to put you forward for any particular Assignment. Our decision making is private. We are under no obligation to offer you any Assignments. We make no guarantee of finding you work.
- 1.5 You authorise us to arrange for all payments of fees due to you from the Production Company to be paid to Entertainment Partners (EP) on your behalf. These funds will be paid into EP's client account.

## 2. Eligibility

- 2.1 In order to use our Services you warrant and represent that you are and will, at all times, until termination of our agreement with you be:
  - 2.1.1 aged 16 1/2 or over;
  - 2.1.2 legally entitled to work in the UK on a self-employed basis;
  - 2.1.3 seeking work as an Artiste; and
  - 2.1.4 not on the sex offences register and have never been subject to any disciplinary action relating to vulnerable groups.
- 2.2 If you are under the age of 18, we may ask you to provide written permission from your parent or guardian to enter into our agreement. You should be aware that Production Companies may also require a parent or guardian to provide certain written assurances.

- 2.3 You are required to provide evidence of your date of birth and right to work in the UK and/or Ireland with documents that establish your right to work as accepted in the Home Office regulations to your EP profile.
- 2.4 If you are not able or not willing to give the warranties and representations set out in these Terms or if you do not provide the evidence requested, then we reserve the right to withhold any monies that may be due to you until you comply and/or terminate this Agreement with immediate effect. Should monies be withheld due to outstanding evidence and that evidence is not received within a 12-month period from the initial notification, we reserve the right to deduct all remaining sums owed to you and you agree for us to do so.
- 2.5 If any of the warranties and representations that you make to us including those in this section, and the information provided on your Profile, become inaccurate or incorrect you must update this information and call us immediately. In particular if you have any Criminal Convictions (any criminal conviction for which a custodial sentence is imposed, or is a sexual offence under the Sexual Offences Act 2003, and is not classified by the Rehabilitation of Offenders Act 1974 as a "spent" conviction) these must be disclosed. If you fail to do so and we discover that you have not disclosed these then we will terminate this Agreement with immediate effect.
- 2.6 We are mindful of our duties to ensure that those with disabilities can participate. If you are disabled or suffer from mental illness you must advise us so that we can offer you roles which are suitable.

### **3. Your Obligations**

- 3.1 You will comply with these Terms and note the provisions of clause 8.3.
- 3.2 You warrant and represent that all information you supply is true and accurate and not unlawful, offensive, obscene or of a defamatory nature nor infringes the rights of any third party (for example you must only upload photographs that you have the right to upload).
- 3.3 You will keep all relevant information on your EP profile. This is needed by us to help give you a greater chance of obtaining work through us.
- 3.4 You will comply with all laws and regulations that are applicable to you.
- 3.5 You acknowledge the terms of our Privacy Policy as specified on our website and that from time to time the terms of which shall change.
- 3.6 You warrant and represent that you are entitled to agree to these Terms and that if you accept any Assignment you will not be in breach of any obligation to any third party by doing so.
- 3.7 You confirm that we may use all aspects of your Profile including photographs, name and biography for the purpose of promoting and marketing you in connection with finding you work as a Supporting Artist.

### **4. Payment Rates for Work**

- 4.1 If we are able to offer you work as a Supporting Artiste, the Production Company will pay EP on your behalf, who will then transfer payment to you less any commission/fees due to the Agency and EP. You agree that EP are authorised to

accept payment on your behalf. We will also on behalf of all the Supporting Artistes that may work on a particular Assignment finalise the rates that will be paid but in this regard we owe no duty to any Supporting Artist. We will use our reasonable endeavours to collect any payments due but will not be required to issue proceedings or take other legal action. We do not guarantee and are not responsible for payment of fees or other amounts from Production Companies or anyone else and do not have liability to pay you unless and until payments have been received to EP's client account.

- 4.2 Payment to you will be made by BACS to a British bank account in line with EP's Terms and Conditions.
- 4.3 The sum of 10% plus VAT (VFA agency commission) and 10% plus VAT (Entertainment Partners admin fee) will be deducted from fees paid by the Production Company before remitting the fees to you. When EP pay you, you will also receive a statement containing details of what work done by you relates to this payment and any fees, commission or other deductions made by us.
- 4.4 In the event that you do not complete an Assignment for whatever reason, then at our sole discretion payment will be reduced accordingly.
- 4.5 No refunds or rebates of any of our commission is payable.
- 4.6 If for any reason you receive payment of fees direct from the Production Company and not from EP then we are under no obligation to pay you. In such circumstances, we are entitled to invoice you for our commission and any additional fees due, including VAT. If you are paid direct from the Production Company, you must notify us within 2 days of receipt.
- 4.7 Any overpayment of fees to you must be repaid within 7 days of request.
- 4.8 We are required to deduct VAT as instructed by HMRC. VAT is only deducted from the agency commission that you pay and not from the total fees paid by the Production Company.

## 5. Tax and National Insurance

- 5.1 When working as a Supporting Artiste the Inland Revenue view your tax status as self-employed. Payments will therefore be made to you gross of tax and Class 1 National Insurance contributions and you must declare these earnings as part of your normal self-employed Self-Assessment return. If you require further information you should contact your accountant or local tax office.

## 6. Termination

- 6.1 You may terminate your registration and any agreement that we have with you at any time upon giving us written notice.
- 6.2 We may terminate your registration and any agreement that we have with you immediately at any time:
  - 6.2.1 Without reason by giving you notice by email;

- 6.2.2 In the event that you (a) are in breach of these Terms or we have reasonable grounds to believe that you are in breach of these Terms or (b) fail to provide us, within a reasonable time limit specified by us, with sufficient information to enable us to determine the accuracy and/or validity of any information provided by you, or fail to provide the evidence requested in accordance with section 2;
- 6.2.3 Carry out any act or make any omission which is damaging or potentially damaging to our business, third parties or other users of our services. For the avoidance of doubt this will include;
  - 6.2.3.1 making public or publishing (including, without limitation, by posting matter on internet message boards or social networking websites) or causing to be made or published to anyone in any circumstances any disparaging remarks or comments concerning our business, third parties or other users of our services;
  - 6.2.3.2 making public or publishing (including, without limitation, by posting matter on internet message boards or social networking websites) or causing to be made public or published, any information accessible to you via our website (including, without limitation, the Jobs Board) or relating to an assignment (including, without limitation, information given verbally) unless you have prior written consent from us to do so.
- 6.3 Provisions of these Terms which are expressly or by implication intended to survive termination shall continue beyond termination including section 11.

## **7. Acceptance of Work**

- 7.1 If you are contacted by us with an offer of an Assignment, to the extent we are able, we will inform you electronically of:
  - 7.1.1 the identity of the Production Company,
  - 7.1.2 the date the work is to commence,
  - 7.1.3 the duration or likely duration of the work,
  - 7.1.4 the type of work,
  - 7.1.5 location and,
  - 7.1.6 hours during which you would be required to work,
  - 7.1.7 the rate of pay that will be paid,
  - 7.1.8 any expenses payable by or to you,
  - 7.1.9 any risks to health and safety known to us, and
  - 7.1.10 any experience, training, qualifications and any authorisation required by law or a professional body the Production Company considers necessary (or which are required by law to work on the Assignment).
- 7.2 You acknowledge that:

- 7.2.1 we will not be able to provide this information unless you have, if applicable, adhered to the provisions of section 2.5;
  - 7.2.2 we will send you the information within three working days of us receiving details of the Assignment from the Production Company;
  - 7.2.3 if you have worked on that Assignment before we will only relay to you such details that have changed.
- 7.3 You are not obliged to accept any Assignment offered by us (on behalf of the Production Company) but if you do, during every Assignment and afterwards where appropriate, you will:
- 7.3.1 turn up to the Assignment on time and remain at the Assignment as agreed;
  - 7.3.2 play the Supporting Artiste role that you have been booked for to the best of your skill and ability;
  - 7.3.3 co-operate with the Production Company's reasonable instructions and accept the direction, supervision and control of any responsible person in the Production Company's organisation
  - 7.3.4 abide by our standard engagement terms (section 7.11) and the terms of any additional agreements made between the Production Company and the Supporting Artist in relation to a specific Assignment;
  - 7.3.5 observe any relevant rules and regulations of the Production Company to which attention has been drawn or which you might reasonably be expected to ascertain;
  - 7.3.6 take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Production Company;
  - 7.3.7 not engage in any conduct detrimental to the interests of the Production Company;
  - 7.3.8 not at any time whether during or after our agreement with you divulge to any person, nor use for your own or any other person's benefit, (1) any confidential information that you may learn regarding the Production Company and its business affairs or dealings; (2) that you have worked on the Assignment; (3) any details of the Assignment; (4) any confidential information relating to our employees, business affairs, transactions or finances;
  - 7.3.9 adhere to any specific requirements that the Production Company may have and to recognise that such may be given orally.
- 7.4 If you are unable for any reason to attend work during the course of an Assignment you must inform VFA Casting by telephoning us or emailing us at [urgent@vfacasting.co.uk](mailto:urgent@vfacasting.co.uk) as soon as possible.

- 7.5 If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify us without delay.
- 7.6 We or the Production Company may terminate an Assignment at any time without prior notice or liability in line with agreements in place.
- 7.7 If you do not inform the Production Company or us with a valid reason why you would be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by you in accordance with section 7.6 unless you can show that exceptional circumstances prevented you from complying with this section 7.7.
- 7.8 If you are absent during the course of an Assignment and the Assignment has not been otherwise terminated we will be entitled to terminate the Assignment in accordance with section 7.6 if the work to which you were assigned is no longer available for you and at our sole discretion no longer offer you work.
- 7.9 You are under no obligation to accept any offer of work and we are under no obligation to offer you any work.
- 7.10 On some occasions, once filming has concluded, it may be that your status for that Assignment is of a higher contribution level than that first agreed (“Upgraded Role”) in which case you may be entitled to enhanced fees from the Production Company. Any negotiations for an Upgraded Role relating to an Assignment that you have accepted must only be undertaken by us and you must refer all such matters to us and not deal with them yourself.
- 7.11 You hereby agree that your engagement on an Assignment is subject to the standard terms and conditions noted at Appendix A, the terms of which you agree to observe; unless we inform you electronically of different terms specific to the Assignment that you have been booked for.

## 8. Intellectual Property

- 8.1 You grant us an irrevocable royalty free licence to use any of the material whether that is photographs or other images of you or any comment that you provide to us directly and that you provide on your EP profile, and we are allowed to manipulate, reformat and otherwise alter this material for use on our website and other business purposes. You waive any moral rights that you may have and will not assert moral or similar rights.
- 8.2 We may delete all or part of the information you supply to us at our sole discretion.

## 9. Notices

- 9.1 You may send notices to us at [info@vfacasting.co.uk](mailto:info@vfacasting.co.uk) or you may mail us at our current address as set out on our Website. When we refer to notifying us in writing, emails are sufficient.
- 9.2 We may send notices to you by emailing you at the email address you supply on your Profile. We may also write to you at the address you supply to us on your Profile. It is your responsibility to verify that your email account is in proper working

order and to check your emails and you assume the risk of all consequences for transmission or operational failures.

## 10. Data Protection and Privacy

- 10.1 By registering with EP, you agree to us using your personal details in order to supply the Services to you (which may involve passing them on to relevant third parties such as Production Companies) and in order to send you further information about our products and services. We may share the data amongst our business partners for the purposes of our business interests including fulfilling our obligations to you, statistical analysis, marketing of products and services and credit control. We may pass your personal details to other companies whom we think may wish to contact you about other products and services.
- 10.2 To make sure we follow your instructions correctly and to improve our service to you through training of our staff, we may monitor or record communications.
- 10.3 We will also pass on your personal details to Production Companies and payroll companies to enable them to deal with their procedures and to assist in you being paid.
- 10.4 You acknowledge that by working with us we will process your data. This processing includes making all necessary background information checks, making payment and disclosing your details to our clients so that arrangements can be made for your work. We will contact you from time to time with information regarding our business that we need to share with you. Should we sell our business we may need to share your personal data with any purchasers. This list is not conclusive and the list will change as our needs as a data controller change. Save for the background checks referred to above we process data on the grounds that the processing of it is a necessary function of our contract and our legitimate interest. When we share data with our clients, they are responsible to you as they are a data controller in their own right. We will retain your data in line with our [Privacy Policy](#).
- 10.5 You consent to us processing sensitive personal data that we may hold about you and disclosing this as set out above.
- 10.6 You consent to us exporting data about you including sensitive personal data outside the European Economic Area.
- 10.7 You may request us to stop using your data or contacting you in particular ways (other than as is necessary for the performance of our obligations under our agreement or as permitted by law) by contacting [info@vfacasting.co.uk](mailto:info@vfacasting.co.uk) including the subject line URGENT: Data Request.
- 10.8 You acknowledge and agree to be bound by the terms of our Privacy Policy where applicable.

## 11. Liability

- 11.1 Nothing in these Terms limits our liability to you in the event of death or personal injury from our negligence or where the law does not permit us to limit or exclude our liability.

- 11.2 We will not be liable under our agreement with you for any loss, injury, expense, delay or damage caused by either of us or our employees or agents in circumstances where:
- 11.2.1 there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- 11.2.2 such loss or damage is not a reasonably foreseeable result of any such breach at the time we enter into our contract with you;
- 11.2.3 any increase in loss or damage results from breach by you of any of these Terms.
- 11.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time we enter into our contract with you (such as loss of profits or loss of opportunity).
- 11.4 We have no liability to you which arises from the provision by you to us of incorrect information. You must therefore check and verify any information you supply to us prior to doing so.
- 11.5 We have no liability for any injury or loss you may receive or suffer while carrying out any Assignment.
- 11.6 Our maximum liability to you in contract, tort (including negligence) or otherwise in relation to our relationship with you is (subject to section 11.1) limited to the higher of £200 and the amount of fees that you pay to us in the 12 months prior to the date the incident causing the liability in question has arisen.
- 11.7 As a consumer, you may have certain rights. These Terms do not affect those rights.
- 11.8 We will not be liable in any way for technical or other problems that you may experience in receiving emails or when using our Website and we are not responsible for any loss or damage of any kind caused to your computer equipment from using our Website.

## 12. General

- 12.1 If any provision of these Terms is unenforceable this will not stop the rest of these Terms from being enforceable.
- 12.2 Headings are for convenience only and do not affect the meaning of these Terms.
- 12.3 You are not our agent, employee or partner and you are not authorised to enter into any obligation on our behalf.
- 12.4 We may assign this Agreement; your rights under this Agreement are personal to you and you may not assign them.
- 12.5 The only third party that can enforce rights pursuant to the Contracts (Rights of Third Parties) Act 1999 is a Production Company who following the breach of clause 7.3 by you suffers loss of any nature.

- 12.6 Even if we do not exercise any of our rights on a particular occasion, that will not prevent us exercising those rights in the future.
- 12.7 We are not responsible for matters beyond our control which prevent us from performing our obligations.
- 12.8 Reference to the singular include a reference to the plural and vice versa; reference to one gender includes a reference to all genders; the words "including" means "including without limitation".
- 12.9 These Terms are governed by and construed in accordance with the laws of England and Wales. Each of us submits to the non-exclusive jurisdiction of the English Courts.

### 13. Definitions

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

"Assignment" an assignment for work as a Supporting Artiste;

"Criminal Convictions" any criminal conviction for which a custodial sentence is imposed and is not classified by the Rehabilitation of Offenders Act 1974 as a "spent" conviction;

"EP" (or "Entertainment Partners", or Entertainment Partners UK Limited") refers to Entertainment Partners who supply and manage the casting portal used by us.

"Production Company" a third party whom we introduce you to for the purpose of hiring your services as an Supporting Artist;

"Profile" your personal Profile on EP's casting platform that you create and provide the information and data for;

"Supporting Artist", or "Supporting Artiste" a person who works as a Supporting Artist or background artist including in an Upgraded Role;

"Upgraded Role" the same meaning given in section 7.10;

"us" (or "our" and "we") VFA Casting Limited, a limited company registered in England with company registration number 14693976. Registered address: 167-169 Great Portland Street, 5<sup>th</sup> Floor, London, W1W 5PF (Please do not write to us at this address). Telephone: 07928 510906. You can email us: [info@vfacasting.co.uk](mailto:info@vfacasting.co.uk).

"you" (or "your") the person, company or other legal person who enters into a contract with us or accesses our website;

All Rights Reserved. The contents of these Terms and our website are protected by copyright.

## APPENDIX A – Standard Engagement Terms

The Artistes engagement is subject to the following standard terms and conditions, which the Artiste agrees and undertakes to observe unless we inform you electronically of different terms specific to the Assignment that you have been booked for:

1. The Artiste acknowledges the reciprocal obligations it owes the Production Company whereby the Production Company permits the Artiste to attend the filming location and the Artiste agrees to attend and that although payment is made via EP the monies in question are paid by the Production Company and such monies are held on trust by EP until they are paid by EP to the Artiste.
2. You hereby assign to the Production Company in question all rights, including without limitation all copyright, both present and future, in and to the products of your services in and in connection with the Production Title (“Products”) throughout the universe in perpetuity and hereby give all consents necessary for the reproduction, exhibition, transmission, broadcast and exploitation of the Products without time limit throughout the universe by all means and media (whether now known or hereafter discovered and developed);
3. The Production Company shall be entitled to cut and edit the Production Title as it deems fit and it shall not be obliged to include all or any of the Products in the Production Title;
4. You irrevocably waive the benefits of and agree not to assert any provision of law known as “moral rights” or any similar laws of any jurisdiction;
5. You hereby grant the Production Company and its assignees the right to use your name, voice and likeness and biographical data in any and all media throughout the universe in perpetuity in connection with the distribution, exhibition, advertising and other exploitation of the Film or any related products.
6. You hereby agree that your voice may be dubbed into any language;
7. You hereby agree not to divulge or disclose any information of any nature or kind relating to the Products or to the Production Company’s general affairs coming within your knowledge by reason of the Products or Production Company divulging or disclosing any information relating to the Products to anyone including, but not limited to, the press, the media, friends, family and acquaintances and the general public, either directly or indirectly, whether on blogs, via social networks (including, but not limited to, Twitter, Facebook, Instagram, TikTok and YouTube), websites or the internet or by any other means or media whatsoever;
8. You hereby agree not to bring any cameras, mobile telephones or any form of recording equipment to the set and in the event that any such devices are found on you, they will be confiscated by the Production Company and returned at the end of the filming day;
9. The Production Company will not be held responsible for any loss and/or damage to your personal property. The Production Company will hold you, the Artiste, responsible for any loss and/or damage caused by you to the Production Company’s property;

10. Where a Production Company elects to use a chit (salary voucher) or digital version thereof, no payment can be made unless that record is duly completed between the Production Company and the Artiste. You certify that in cases where you are asked to complete a chit that all the information provided is correct. Any queries or issues relating to a chit for an Assignment day must be raised within 24hours of that day's completion. Errors reported after that may not be paid.
11. If the Production Company are using hard copy chits, it is your responsibility to make sure it is signed at the end of each day by a member of the Production Company and to return it to the Production Company. You must keep a copy of the chit as proof that you worked. You may not be paid if the Production Company does not receive a signed chit at the end of the day and we are entitled to invoice you directly for our commission.
12. If the Production Company does not provide you with a chit, it is your responsibility to keep a record of all times and dates that you worked, including any breaks. If you work any overtime or believe supplementary fees are due, you must inform us the next working day. If you do not, you may not receive payment for this.