

**ARTIMIS CREATIVE GROUP
TERMS & CONDITIONS OF REPRESENTATION**

DEFINITIONS

“Client” Means any person, company or corporate body requiring the services of the Model together with any subsidiary or associated company as defined by the Companies Act 1985

“Agency” **Artimis Creative Group is a trading as name for Artimis Creative Agency Ltd. Hickory House. 1 Primsland Close, Monkspath, Solihull. B90 4YH**
Also known as TCC: The Casting Club; Artimis Model Agency; Artimis Fitting Models

“Booking[s]” Means the period of time for which a hirer wishes to use the services of the Model.

“Talent” Name _____ DOB _____
Address _____
_____ Tel; _____

Include the plural and references to the masculine include the feminine and vice versa. Unless the context otherwise requires, references refer to the singular. The headings in this agreement are for convenience only and shall not affect its construction.

THE CONTRACT

The Agency acts as an employment agency for the introduction of photographic Models, fashion models, fitting/showroom models, and actors, choreographers, make-up artists, stylists, other creative _____ to hirers and the Agency will endeavour to obtain suitable bookings for the Talent

The Talent will be promoted by different various marketing methods that the Agency uses. The Talent understands that clients will need to see their images and Artimis will promote the Talent visually to the client on the Artimis website, by email, Talent cards and flyers. The Agency’s website is the main Marketing method there is no charge for this service but Agency discretion is used as to whether Talents images are suitable.

I agree to receive email updates from Artimis and I agree to be included on the Artimis Web site www.artimis.co.uk .

Signed _____

At the time of each booking the agency will issue details to include: fees, date of booking, Client/Hirer, location, wardrobe/props, items needed, usage & length of booking. The Talent agrees to sign and return the booking confirmation on receipt to the agency.

My UTR no. is _____

FEES

I understand I am self-employed and responsible for my own tax & national insurance and I am/must register as such.

The Agency will deduct a commission varying from 20 - 31.5%. Fees will be quoted at time of each individual booking.

The Talent agrees to send an invoice on completion of the booking to the Agency.

The Agency is authorised to receive monies on behalf of Talents.

According to Regulation 25(9) of the Conduct of Employments Agencies and Employment Business regulations of 2003 Talents are entitled to receive payments due from the Agency within 10 working days of monies being received and cleared from the hirer, however the Talent agrees that the Agency will settle monies on the last day of the month in which payment has been received & cleared from the hirer.

The Talent is aware that clients can take on average 3-4 months to pay after the work has been successfully completed and that It is not the Agency’s responsibility to pay a Talent should the client refuse payment or cease trading once the booking has taken place, however the agency can chose to pursue the matter on the Talents behalf. Every effort will be made to collect outstanding debts but the Agency shall not under any circumstances be liable for any loss whatsoever incurred or suffered by the Talent. The Talent agrees that any expenses incurred in the recovery of the debts will be met proportionally by the agency and Talents involved. No action will be taken without prior discussion with those concerned.

The Talent understands that if pictures cannot be used for any reason on there part ie change of appearance, un-professionalism, that they may be liable for the re-shoot costs and other related costs ie retouching, photographers time, other persons time on booking, loss of agency commission.

Complaints; the Talent understands that if the client is not happy with the Talents work/services payment may not be made and that the Agency is not responsible for monies not received. Dependant on the reasons given the client may be entitled to recover any lost earnings. We will consider the comments of both parties.

The Talent will not work on a freelance basis or accept any direct bookings from a Client who has been introduced to themselves through the Agency without written consent from the agency. The Talent will not accept any bookings from an Agencies Client through any other agency should either occur the Talent acknowledges that the Agency will be entitled to charge the Talent a commission fee of no less than £30 or 31% per day fee booked. This applies for a period of 6 months after receipt of written resignation from the agencies books.

CONDUCT ON BOOKING

The Talent is not obliged to accept any booking offered by the Agency but if he does so, during every booking and afterwards where appropriate he will:-

Co-operate with the Clients staff and accept direction, supervision and control of any responsible person in the Clients organisation;

Observe any relevant rules and regulations of the Clients establishment to which attention has been drawn or which the Talent might reasonably be expected to ascertain.

Unless arrangements have been made to the contrary, conform to the agreed hours of work for each booking.

Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the booking and comply with the health and safety policies of the Client.

Not engage in any conduct detrimental to the interests of the Client, the Talents conduct on all bookings must be professional and courteous. The Agency will not take responsibility should any Talent behave in such a way which the Agency or the Client finds unacceptable.

Ensure that his personal grooming be excellent during any assignment booked by the Agency. It will be the responsibility and liability of the Talent to ensure that he has the correct clothing for each booking and adhere to all instructions given by the client;

Not at any time divulge to any person, nor use for his own or any other persons benefit, any confidential information relating to the clients or Artimis employees, business affairs, transactions or finances.

Late arrival to a booking will result in agreed fee being reduced at the hourly rate and the Talent may be responsible to pay any lost earnings by the agency/client/photographers or other Talents. Always be on time or preferably 10 minutes early.

Mobile phones during bookings should remain switched off or on silent. The client is paying for the Talents time and full attention until the booking is completed.

CANCELLATION OF BOOKING/NO SHOWS

In the event that bookings are cancelled by the Client the Talent will have no claim for damages in respect therefore against the Agency, however the Agency may endeavour to collect a cancellation fee and pay such cancellation fee or part to the Talent.

Should the Talent wish to cancel a booking after confirmation has been accepted, sufficient notice shall be given in order for the Client/Agency to find a suitable replacement. The Agency considers sufficient notice to be:

1 day bookings 1 weeks notice

2-7 day bookings 2 weeks notice

7 plus day bookings 1 months notice

Where a booking is for a regular fitting/showroom booking and client has agreed to cancellation fee & timescale the Talent will also be bound to this cancellation notice and liable for cancellation fees to the agency & client if they are unable to go ahead with scheduled booking.

Notice must be communicated with the Agency verbally and it is the Talents responsibility to confirm that the Client & Agency are aware of/have received verbal cancellation.

Failure to give the sufficient period of notice without what the Agency regards as good reason will result in the Talent being charged the fee that the Agency has lost if unable to replace the Talent with a adequate replacement agreed by the client.

TERMINATION

The Agency may cease representation of the Talent without prior notice or liability.

If a Talent no longer requires representation from the Agency then they must provide 4 weeks written notice it is the Talents responsibility to confirm the Agency has received this notice.

LIABILITY

The Agency shall not under any circumstances be liable for any personal injury incurred or suffered by Talents whilst carrying out bookings for hirers unless we are in breach of the employment agencies act.

LAW

These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

TALENT _____ SIGNATURE _____ Date _____

H PRIESTLEY, DIRECTOR, ARTIMIS CREATIVE AGENCY LTD _____ Date _____

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