

TERMS AND CONDITIONS OF BUSINESS TALENT TALKS LIMITED

Talent Talks Limited acts as an Employment Agency providing registered candidates with a work seeking service via our website www.talenttalks.co.uk. By registering as a candidate available for work with us you agree to the following terms and conditions which will be binding on you and us.

1. Definitions and Interpretation.

In these terms and conditions, the following expressions, definitions and rules of interpretation shall apply:

“The Act”: shall mean the Employment Agencies Act 1973.

“Agency Worker”, “Artistes”, “Candidate”, “Cast”, “You”, “Your” and “Talent”: means any member of the public who subscribes to the Talent Talks website and builds a profile on this, registering with Talent Talks to search for Assignments. This includes but is not limited to members of the public who are supplied by Talent Talks to work temporarily under the supervision and direction of Production Companies.

“Assignment”: means any work as described in clause 6 below.

“Clients”: means potential hirers and production companies who use our website to source Artistes for advertisements, photo shoots, and productions and other types of project which the Client is undertaking.

“Non-Subscribed Member”, “Non-TT Member” and “Non-Member”: means Agency Workers, Artistes or Candidates who have an **unpaid or free** profile with Us and who will be charged a commission rate of 20% including VAT by Us unless otherwise specified on the job post.

“Our bank account”: means the Talent Talks Client Account held by Us into which all payments from Clients are received by Us and from which we pay all payments to You for assignments undertaken by You.

“Profile”: means to enter into Talent Talks website personal details, images, videos and experience for Clients to see and to enable Clients to choose, view and book (by liaising with Talent Talks), Artistes for their Productions.

“Production Users”: means registered individuals who are authorised by Talent Talks to access the Talent Talks website, to view profiles, and search, and book Artistes via Talent Talks.

“Subscribe”: means to register with Us and build a Profile to advertise your skills on our website for which You will pay Us a monthly, 6 monthly or annual fee.

“Subscription Fee”: means the fee paid for use of the Service.

“Subscribed Member”, “TT Member” and “Member”: means Agency Workers, Artistes, or Candidates who have a **paid for** profile with Us and who will be charged a commission rate of 15% including VAT by Us unless otherwise specified on the job post.

“Topping Up”: means when We are supplying Cast for an Assignment given to us by another agency for their Client. For example, the other agency needs to find 100 people for their Client’s Production, and they have asked us to supply 50 of them, so we are ‘Topping Up’ their numbers.

“We”, “Us”, “Our”, “TT” and “Talent Talks”: all mean Talent Talks Limited.

“Working Day”: means any day Monday to Friday except for Public Holidays in England or Wales.

2. Acceptance of Terms and Conditions

These terms and conditions are the terms and conditions that apply to your use of Our website and services. If you wish to use Our website as a registered Artiste, a Subscribed Member, a non-Subscribed Member, or as an employee of a Client or Production User then you agree to be bound by these Terms and Conditions. If You use Our website, this will be deemed to be express acceptance by You of the Terms and Conditions.

3. Changes to Terms and Conditions

From time to time, We reserve the right to change Our Terms and Conditions. Any such changes will take effect immediately following the Terms and Conditions being updated and uploaded to Our website. We will advise on changes to Our Terms and Conditions via email communication once the variations have been agreed verbally.

4. Eligibility

You must be eligible to work in the UK to use our Service. This means that You must be permitted to reside and work in the United Kingdom. You may be required to provide evidence of such entitlement to Us and You may be required to provide such evidence via Us to any Client. You must submit to Us via Our website when creating a Profile, a copy of Your Passport, Driving License or other recognised Identification document. You must also submit any Immigration Documents and Visas if applicable, together with Your National Insurance Number, which if You are not a British Citizen You must have obtained prior to Your Profile being added by You.

5. Employment Status

You are not employed by Us. By subscribing to Our service, You do so as a self-employed individual and You are responsible for ensuring that any and all deductions for tax, National Insurance contributions and VAT (where applicable), are made from payments received by You from Us for any Assignment you may obtain through Us, and that any payments necessary are made by You to the relevant authorities and are properly accounted for by You.

6. Our Services

(a) We source primarily the following types of Assignments:

- (i) Film and TV Work;
- (ii) Music Promotions;
- (iii) Corporate Videos;
- (iv) Online Viral;
- (v) Promotional Work;
- (vi) Commercials;
- (vii) Voice Over Work;
- (viii) Photo Shoots;
- (ix) TV Commercials;
- (x) Live Events

Any Assignment which You are selected for will be paid at a rate agreed by Us and the Client and approved by You before You accept the Assignment. This will be either an hourly rate, a half day rate, a full day rate, a buyout rate, or using a set pay structure, i.e., FAA, BBC or ITV Rates, unless otherwise stated on Our website. If necessary, appropriate usage fees are payable. All paid Assignments will be subject to Agency commission, see clause 9.

(b) We act as an Employment Agency and assist You in sourcing Assignments. If you are offered an Assignment through Us, it is Your choice whether You accept that offer. You are under no obligation to accept any Assignment offered to You, but if You do accept then We expect You to attend and fulfil Your commitment. You may not be paid if you do not complete your Assignment in full.

(c) We are not responsible for the content of, nor do we make any guarantee or promise as to the accuracy of any advertisement. We facilitate advertisements through Our website but do not check accuracy of them and Our services are provided for the purpose of offering listings of available assignments to You. You must always use Your own judgement in deciding whether to apply for any assignment opportunities advertised. We accept no liability in any circumstances for the actions of any Client in relation to any job assignment featured on Our website.

(d) We provide You with the platform, advice and opportunity to be successful when applying for assignments, but We are not responsible for Your success when applying or auditioning through Us. The content of Your Profile and the engagement with Your Profile by Our Clients will determine how successful You are. You are responsible for becoming familiar with the information on Our website, including the FAQ's page.

(e) All paying Subscribers will be featured in our Online publication, this changes regularly which allows Us to and our Clients to search, suggest, and select Users for Assignments.

7. Subscription Fees

(a) The Subscription Fee payable by You to Us will be as set out on Our website. If you are a new user who has created a brand-new Profile for the first time and complete the sign-up process on the same day, Your first payment will be taken by Us 30 days after that date. This is only for brand new users signing up on the same day as creating a Profile and is the same for monthly, six-monthly, or annual Subscription plans.

(b) If You create a first time Profile and do not complete the process in becoming a Subscribed Member within the 30-day period, then, if You choose to pay after the 30-day period You will be charged immediately for Your Subscription Fee. If for instance You create a first time Profile and You subsequently decide to pay for a Subscription 10 days later, then You will be charged for your Subscription Fee after 20 days from that date.

(c) If You create a first time Profile and decide to sign up as a Subscribed Member at any time after the initial 30-day period, You will be charged the Subscription Fee immediately by Us. This is also the same for any returning users. You can only withdraw or cancel your payment within the first 30 days from when Your Profile is first created.

(d) We reserve the right to change fees or introduce new terms, charges or fee structures at Our discretion at any time.

(e) The correct Subscription Fees payable will be the ones stated on Our website at the time of viewing of this by You. If you believe there is any anomaly, please contact castings@talenttalks.co.uk.

(f) All Subscription plans have a recurring payment until cancelled. Monthly recurring payments occur on the same calendar date of each month. If Your payment date falls on a Public Holiday, the payment may be taken by Us on either the last working day before the payment date or on the first Working Day after the payment date. If your payment date falls on a date that isn't on the following month, your payment may be taken early. For example, if your payment date is the 30th of each month, when it comes to February, your payment may be taken on the 28th February. The six-monthly and the annual Subscription payments recur on the six-month or annual anniversary from when the initial payment was set up.

(g) Any payment attempt which is not successful will be re-submitted for payment by Us within 5 Working Days of the original payment date. If the payment transaction continues to fail, your profile will be de-activated to that of a Non-Subscribed member.

- (h) Provided that Your payments are up-to-date and have been maintained regularly, and your Subscription is not suspended, then if You are paying a Subscription Fee then this amount will remain the same, even if Subscription Fees change. If at any time Your Subscription is suspended for non-payment then if You wish to restore it, you will at that point be subject to new charges at the then prevailing rate.
- (i) You are entitled to a full refund of Subscription Fees paid by You if We do not make Your Profile available to Clients within 60 days of the date that You created Your Profile on Our website. However, this is an automated process, so by creating a profile and by applying for jobs Your Profile is immediately available to Clients.

8. Assignment Payments

If any payment is Due to You for an Assignment, then: -

- (1) We are authorised by You to receive payments from Clients on Your behalf as an Agency Worker, unless there is a prior arrangement with the Client to the contrary, We will pay you for the Assignment that you have undertaken, within ten (10) days of payment for the Assignment being cleared and received into Our bank account.
- (2) We will invoice the Client on your behalf. You must not, in any case, invoice Clients directly unless this has been agreed in writing with Us prior to You submitting any such invoice. In the event that We are supplying You as part of a "topping up" of Talent to another agency, then Payment will be paid to the other agency, who will pay Us and We will in turn pay You once the other agency has paid Us. This may take in excess of the ten (10) day period referred to in 8(1) above. In this instance we have a Back-to-Back Agency Agreement which is an agreement between Us and any other agency of whom we are "topping up".
- (3) If You will not be paid in accordance with clause 8(1) above, then We will notify You of the reason for this, and let You know an expected payment date.
- (4) If You provide Us with incorrect bank details, or You have new bank details which You do not tell Us about, We will not be responsible for any delays in payment to You or any bank charges or other fees which may be charged to You. If a payment made to You by Us goes astray because of this, and is not returned to Us, We will not have any obligation to pay You again.
- (5) It is your responsibility to add your Bank Sort Code and Account Number to the Bank Details section on your profile. Failure to do so may result in the payment taking longer than the ten (10) day period referred to in 8(1) above.
- (6) We are not responsible for any non-payment by a Client, of the Assignments Fee you are due. If a payment is not made by a Client for any reason, including but not limited to, liquidation or administration of the Client, then We will use our reasonable endeavours to recover the payment owed to You and will provide You with advice.

9. Our Commission

We may take a commission from all payments made to us for Assignments undertaken by You as follows: -

- (a) Unless otherwise specified on the job post, the commission is set out as this: -
 - i) If you a Subscribed Talent Talks Member our commission against the payment we receive is 15% inclusive of VAT.
 - ii) If you are Non-Subscribed Member our commission against the payment we receive is 20% inclusive of VAT.

The percentage We will take is clearly displayed on each job post. This will be agreed with You if You apply for the Assignment.

- (b) The commission is non-refundable.
- (c) The commission will be deducted by Us from the payment when it is received in Our bank account.
- (d) If any commission is more than 20% then You will be contacted to explain why.
- (e) We will add a remittance advice to Your profile which will show a breakdown of the payment received for the Assignment You have carried out, and will show Our commission, the VAT on Our commission, and the net payment to You. The remittance advice is added to Your profile within fourteen (14) days of You being paid.

You should ensure that You are familiar with the commission structure shown on Our FAQ's page of Our website.

10. Suspension, Temporary Restriction, Breach or Termination of Your Subscription

We reserve the right, at Our sole discretion to:

- (a) Suspend Your Subscription for non-payment of Subscription Fees.
- (b) Temporarily restrict Your Subscription and therefore Your ability to apply for Assignments in accordance with Our Suspension Policy as set out in Clause 11.
- (c) Terminate any Subscription you may have with Us, without any reimbursement of Subscription Fees if We deem Your behaviour to be inappropriate, illegal or detrimental to Our interests.

11. Suspension Policy

We reserve the right to temporarily suspend Your Subscription meaning You are unable to apply for any Assignments set out in Clause 6 for a certain number of days. The length of the restriction will be determined by Us depending on the severity of the reason for it. There is no monetary refund whilst Your Profile is restricted. Standard restrictions and lengths to be expected are:

- (a) Not turning up to a confirmed Assignment – Minimum of 14 Days Restriction.
- (b) Cancelling After 6pm the day before a shoot – Minimum of 5 Days Restriction.
- (c) Cancelling After 10pm the night before a shoot – Minimum of 10 Days Restriction.
- (d) Unacceptable lateness and behaviour. Decided on a case-by-case basis.
- (e) Return of a Positive Covid test or Covid Symptoms. 7 Days Restriction due to latest isolation requirements.

12. Cancellation of Subscription

If You want to end Your rolling monthly, six-monthly or annual Subscription to Our service then please email Us at castings@talenttalks.co.uk or to the address shown on the "Contact Us" page of Our website telling Us when You would like Your Subscription to end. We would really appreciate it if You could tell Us why You want to cancel Your use of Our service as this will help Us improve Our service for other Artistes. Your cancellation must be with Us in writing 5 Working Days prior to the next

payment date to avoid You being charged for that term. Alternatively, you can cancel your recurring payments via the PayPal portal at any time.

Each Artiste who registers with Us and takes an instant Subscription the same day has the right to cancel or withdraw from that Subscription at any time during the legal cooling off period of 30 days without penalty. By doing so, Your Profile will then change from being a Subscribed Member to a Non-Subscribed Member. If, however you cancel or withdraw during this 30-day period and then try to re-register with Us after it has passed, the 30-day period will be deemed taken and Your first Subscription Fee will become due and payable immediately. Please note, the 30-day period that You can withdraw the payment is the 30-day period immediately after You first created Your profile, not necessarily when You first paid for a Subscription. A more detailed explanation can be found on Our FAQ page and in clause 7.

13. Declaration Of Criminal Records

- (a) If You have ever been convicted of any criminal offence (other than a minor Road Traffic Act offence), You will have a criminal record. If You have ever been prosecuted and pleaded guilty or been found guilty then You will definitely have a criminal record.
- (b) It is Your responsibility to inform Us about all criminal convictions which You have in Your past, whether spent or unspent. Declaring this information to Us does not mean that We will not book You for Assignments, but some Clients undertake DBS checks dependant on the type of Assignment they have, and these checks require Artistes not to have any criminal history at all.
- (c) This declaration is a part of the registration information required for You to Subscribe to Our website and must be declared to Us by You.

14. Tax Returns and HMRC

- (1) We are not responsible for ensuring that You complete Your tax returns and any personal VAT returns on time and in full and accept no liability for Your failure to do so, or for any financial penalties associated with Your failure to do so.
- (2) One exception to this is if You are on a long term or high value Assignment where You will be treated as a PAYE employee of the Client for that period. If this is the case then a fixed 15% commission, inclusive of VAT is payable to Us by the Client on Your behalf.
- (3) You are solely responsible for payment of Your National Insurance Contributions ("NICS") even if You are on a long term or high value Assignment, in accordance with the Social Security Categorisation of Earners Amendment Regulations 2014, and You must therefore arrange to pay all necessary NICS directly to HMRC and neither Us nor the Client will be obliged to pay NICS as at source deductions.

15. Sharing Your Content and Information

- (a) Notwithstanding the GDPR due to the nature of Our business and Your Subscription to Our services, you specifically understand, agree and consent to any information, images, photographs, videos or other content submitted by You as part of Your Profile on Our website being available to be read and used by Us or Our Clients for marketing purposes.
- (b) Your Profile has fields for You to complete including Your name, address, postcode, contact phone number, Bank Details, National Insurance number and social media channels, and email address(es) which We require use for booking assignments, job release updates, financial administration and other communication from Us.

- (c) Your Profile is viewable by You under Your login details; however, you consent to Our employees having authority from You to amend Your Profile at Our discretion to improve Your chance of being successful in applications made by You through Us. Similarly, we may also add to Your profile any images and info that is on your social media if at Our discretion improves Your chance of being successful in applications made by You through Us.
- (d) Our Clients authorised Production Users can also view Your Profile information after You apply for an assignment, but cannot see Your contact number, address or postcode, and have no rights to edit Your Profile. Our Clients and Production Users can view your email address as they may need to contact you directly about a booking.
- (e) Our Clients and Production Users have all agreed to a Data Processing Agreement with Us. This agreement allows us to share any information from Your Profile with Our Clients and Production Users with regards to applications made by You through Us.
- (f) Your Profile or any Assignments You undertake may appear in internet search engines and/or on Our social media channels and You consent to this use of your information and/or images.

15 Partners

We actively search for Partners with the aim of improving Our offering to Our Subscribers. Your information may be shared with any Partner organisations to enable them to offer you goods and services exclusive to Our Subscribers. Any promotions/vouchers/discounts/services that you purchase through Us with any of our Partner organisations are subject to their own individual terms and conditions, but these will be listed by them at the time of Purchase.

If you do not wish Us to supply Your information to our Partner organisations, then please notify us in writing.

16. Privacy

We will not sell or allow any other organisations (except for Partner organisations referred to above, and Clients and authorised Production Users) to access Your information or Profile without Your prior consent. However, You agree that We may disclose Your information, including your name and contact details, to the relevant authorities where we are required to do so by law or a court of competent jurisdiction.

17. Jurisdiction

These Terms and Conditions which form the basis of Your Subscription with Us and permit You to use Our services shall be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales.