

Terms and Conditions of Agreement for Talent Talks Limited.
These Terms and Conditions were last updated in August 2018.

Talent Talks Limited acts as an Employment Agency providing a work seeking service under the following Terms and Conditions.

1. Definitions and Interpretation

In these terms and conditions of contract for services:

“Agency Worker”, “You”, “Work Seeker”, “Artistes” mean members of the public who use the Talent Talks website to build a profile and search for work. These are also members of the public who are supplied by Talent Talks to work temporarily under the supervision and direction of Production Companies.

“We”, “Us”, “Our”, “Talent Talks” and “The Company” all mean Talent Talks Limited or it’s employees.

“Potential Hirers”, “Clients” and “Production Companies” are individuals or companies that liaise with us, or use the Talent Talks website directly, to find ideal people for their shoots and Productions.

“Production Users” are registered individuals who have been authorised by us to gain access to the Talent Talks website. Access allows them to search, view and book people and view profiles on the online publication.

2. Acceptance of Terms and Conditions

The following are the terms on which we offer you access to our site and services. If you wish to use the Talent Talks website, either as an artiste, registered or otherwise, or as a Production employee, you agree to be bound by these Terms & Conditions. If you object to any part of these Terms and Conditions, please do not use the Talent Talks website.

3. Changes to Terms and Conditions

From time to time Talent Talks may change the Terms and Conditions and these will be effective immediately upon updating. You are responsible for ensuring you are up to date with the latest Terms and Conditions.

4. Eligibility

You **must be eligible to work in the UK**. Please only create a profile on the Talent Talks portal if you can supply evidence of eligibility to live and work in the UK on request. We advise you to add your National Insurance number to your profile. Artistes must submit a copy of the Artiste's passport / immigration documents to the Production Office via Talent Talks Ltd if so requested.

You are engaging with Talent Talks as a self-employed individual and as such shall be responsible for making all deductions from payments received from us and making all payments necessary under any legislation. You must ensure that all such deductions are accounted for. You are not employed by Talent Talks.

5. Our Service

Talent Talks sources work through the following types of assignments; Film and TV, Music Promos, Corporate Videos, Online Viral, Promo Work, Commercials, Voice Overs and Photo Shoots. All work will be paid at an agreed rate, either hourly, half day, full day or buy out rate, unless otherwise stated. Appropriate usage fees are paid if necessary.

Talent Talks acts as an agent and helps source work. It is at the discretion of the artiste whether to accept any work on offer. Whilst Talent Talks expects you to attend any agreed work, you are under no obligation to accept it in the first instance.

Talent Talks is not responsible for the content, and makes no guarantees as to the accuracy of the advertisements. Users should always use their own judgement in deciding whether to apply for any opportunities advertised. We provide our service for the purposes of providing listings for shoots, castings and auditions with third party advertisers and Production Companies. We shall not be liable under any circumstances for the actions of any advertiser of any role featured on the Talent Talks website.

Talent Talks is not responsible for you being successful in your applications. We will give you the platform, advice and opportunity to be successful. However, ultimately the activity on your profile and choices by the Production Companies will determine your success. We recommend that you become familiar with all the information provided on the FAQ Page.

All paying users feature in our online publication. This is an ever-changing base, which allows Talent Talks and pre-agreed Production users to search, suggest, source and select ideal people for Productions.

6. Fees

The fees payable in respect of the Service shall be those fees as set out on the Talent Talks website. We reserve the right to alter fees or introduce new terms, charges or structures at any time. The correct fees are the ones stated on the Talent Talks website at the time of viewing. If you feel there is an anomaly, please contact castings@talenttalks.co.uk.

On the monthly option, your account will be debited the monthly cost on the same date of each month. If this date falls on a Public Holiday, the payment may be taken on the last working day before the payment date. The monthly payment will continue to be taken until cancellation is made. In the event of your monthly payment date not existing (e.g. 31st February), payment will be made on the next proceeding payment day.

Should your payments remain constant and your account does not suspend, you will continue to pay the same monthly amount from the first payment made even if monthly fees change. 6 monthly and annual users will not automatically re-new onto a new term.

The work seeker is entitled to receive a full refund of the fees paid if the agency worker's profile is not made available to potential hirers within 60 days from the date on which payment is made by the work seeker. It is however your responsibility to complete your profile in its entirety.

7. Payments

Talent Talks is authorised to receive payment from Production Companies on behalf of agency workers, and unless there is a prior agreement with the Production Company, Talent Talks will pay you for any shoots you attend. Following the shoot, Talent Talks will invoice the Production Company on your behalf, and once payment has been received from the client and cleared into our bank account, we will pay you by the end of the second business day thereafter. If for any reason we cannot pay within this timeframe, you will be contacted to let you know that we have received the money, why the money is being held and when you can expect to be paid.

If you give us incorrect bank details or do not inform us of new bank details, Talent Talks is not responsible for the delay in payment or any fees that may be charged to you. Talent Talks is not obliged to pay you again if the first payment made by us is not returned.

Talent Talks may take a commission from all payments. This commission will usually vary from 0% to 20% plus 20% VAT and is non-refundable. The commission fee is deducted from the agency worker's fee once payment is received. The exact payment that you will receive will always be clear before the work is agreed. We highly recommend you become familiar with the commission structure on our FAQ Page. Should commission be more than 20% plus VAT, you will be contacted to explain the details.

If payment is not made by a client for whatever reason, including those of going into liquidation or administration, Talent Talks is not responsible to pay you for any money owed. In such an event, Talent Talks will endeavour to recover the money wherever possible and provide advice.

8. Breach or Termination of account

Talent Talks reserves the right to terminate any users of the Talent Talks website, without reimbursement, if we deem your behaviour inappropriate or detrimental to the interests of Talent Talks.

9. Cancellations

If you wish to end your representation with Talent Talks, please write to us at the address on the 'Contact Us' website page. We would appreciate it if you could detail why you want to cancel, as this will help us improve our services for other users. To avoid being charged for that particular month, your written request will need to be with us 5 working days prior to when the next payment is due. You do not need to write to us if you have cancelled your PayPal payment or are on a 6, 12 or any other multi-month term.

Each user has the right, without detriment or penalty, to cancel or withdraw from Talent Talks with immediate effect by informing the agency of such cancellation or withdrawal during the relevant cooling off period of 30 days.

10. Declaration of Criminal Record and Convictions – Spent and Unspent

If, at any point in your past, you've been in trouble with the police, it's possible that you have a criminal record. If you've been found guilty, or pleaded guilty in a court, you definitely have a criminal record. It is your responsibility to inform Talent Talks about all of your cautions and convictions, both unspent and spent. By declaring them to Talent Talks this does not necessarily mean that we will not book you on jobs, however some client do DBS checks and some clients require people to not have any Criminal history. Part of having a profile with Talent Talks is that you must declare anything of this nature.

11. Tax Returns & HMRC

As working via Talent Talks is classed as Self Employed, paying your Tax and National Insurance is your own responsibility. Talent Talks is not responsible for ensuring you complete your tax returns in full and on time. Subsequently Talent Talks is not liable for any financial penalties that HMRC enforce upon you.

The exception to this is when Production Companies put artistes on a long term or high value contract. In this case they are treated as PAYE employees of the Production Company. If this does happen, 15% commission of earnings (plus VAT) is payable to Talent Talks.

Prior to April 2014, it was the case that self-employed entertainers were automatically treated as employees for NICs (National Insurance Contribution) purposes, and therefore the employer was liable to deduct employee's NICs at source and also to pay employer's NICs. However, since the Social Security Categorisation of Earners Amendment Regulations 2014 came into force in April 2014, such entertainers are always treated as self-employed. Therefore neither Talent Talks nor the Production Company will be obliged to pay employers NICs at source, and the work seekers will be responsible to pay all NICs, at the self-employed rates, directly to HMRC.

12. Sharing your content and information

Any information, photos, videos and any content submitted by you through this website may be read and used by Talent Talks for marketing purposes. Your Talent Talks profile is viewable by you under your Log In. Employees of Talent Talks have the authority to change the information as they see fit to improve your chances of being successful in applications. Authorised Production users can also view your account to view your profile after you apply for a job. These are external users that we allow access to our Talent Directory in order to hand pick people for particular roles. These users cannot see your contact number; address or postcode and cannot edit your account. Talent Talks recommends that you familiarise yourself with the application process and how you may be selected for a position. This can be found on the FAQ Page.

Your information may be utilised for Talent Talks marketing purposes. Your profile has fields for you to complete your Name, Email, Address, Phone Number and Social Media Channels which we need for tasks including Bookings, Job Release Updates, Financial Administration and Talent Talks related

communication. Your Talent Talks profile or any shoots in which you may take part, may appear in Internet search engines and on our Social Media.

13. Partners

Talent Talks actively searches for Partners with the aim of bringing further benefits to our users. Your information may be shared with them in order for them to offer you goods and services exclusive to Talent Talks. Any promotions/vouchers/services that you purchase through Talent Talks, with any of our partners, are subject to their own individual Terms & Conditions, but will be listed at the time of purchase.

14. Privacy

We will not sell or allow non-partner third parties to access your personal information without your consent. However, you agree that Talent Talks may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) where the law requires us to do so.