

BONNIE AND BETTY LIMITED

Artiste's Name:

TERMS AND CONDITIONS

'Agency' refers to BONNIE AND BETTY LIMITED, a company registered in England and Wales under number 06893702 whose registered office is at 5-7 Tanner Street, London, SE1 3LE

'Artiste' refers to the artiste registered with the Agency.

'Client(s)' refers to the Agency's client(s), which is the person(s)/company who employs the artiste via the Agency.

THE AGENCY

1. The contract between the Agency and artiste is for a period of 12 months, after which time the Agency will write to the artiste to advise whether or not they would like to offer additional representation for a further 12 months.
2. Once registered with the Agency, the Agency will provide a work finding service to the artiste for work; primarily this will be commercial assignments but may also include photographic, TV/Film/Video, Voiceover, Stage & PR assignments as decided upon acceptance. Please refer to your acceptance email for details of the type of work we are offering to represent you for. Notice of castings and assignments will be provided as soon as the Agency are provided with information from the client, which can sometimes be very little notice at all, typically later afternoon the day before. We are a sole rep agency within the categories we confirm representation for only. This means you are unable to be represented by another agency for the same types of work we represent you for, but are able to seek representation elsewhere for work which we do not represent you for e.g. if we offer you commercial rep you will be unable to be represented by another agency for any commercial assignments, but can have another agent for a different specific type of work e.g. Musical Theatre/Stage, TV & Film, etc etc.
3. The Agency will ensure the artiste has an individual, fully searchable web page on the Agency website for client's perusal at all times during the 12 month contract between the artiste and Agency. The Agency will keep all the artiste's details fully up to date, as supplied by the artiste themselves.
4. The Agency will contact the artiste to arrange bookings as and when this occurs. Artiste's payments shall only be paid once the Agency has been paid by the client, which can take around 3-6 months, although all invoices are sent to our clients after the job is complete and are subject to 30 day terms. The Agency will pay the artiste within 10 working days of receiving cleared funds into their account from the client, minus applicable commission/website fee. Any cheques sent out which are not banked in time/lost/other by the recipient will be subject to a £20 administration fee for re-issue. We reserve the right to cancel any cheques not banked within 6 months.
5. The Agency cannot and do not guarantee work for any artiste that it represents.
6. Around 1 month before 12 month contract is due for renewal, the agency will contact you by email to advise if they would like to renew your contract or not. If not, the artiste will be removed from the agency's books on the date the contract is due to expire. If they are renewed, we will ask you to either accept or decline this renewal invitation. By confirming the renewal of your contract, you are confirming to continue with the acceptance of these terms and conditions for an additional 12 months.

COMMISSION STRUCTURE

7. **COMMERCIALS/TV/FILM** – All fees will be invoiced by the Agency. The Agency takes 20% commission from any fees earned by the artiste. This excludes any travel costs, which are payable to the artiste in full.
8. **PHOTOGRAPHIC/OTHER** – All fees will be invoiced by the Agency. The Agency takes 33.33% commission from any fees earned by the artiste. This excludes any travel costs, which are payable to the artiste in full.
9. **STAGE/ARTISTE PAYMENTS (BBC/ITV/OTHER)** - All fees will be invoiced by the Agency. The Agency takes 15% commission + VAT from all fees. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full.
10. If a job covers more than one type of work across the same booking, the Agency reserve the right to charge the higher rate commission across the whole of the booking.

THE OBLIGATIONS OF THE ARTISTE

11. The artiste agrees to use the online calendar facility on their website to update any unavailability dates to ensure these are always fully up to date, as well as up to date measurements and photographs. The artiste understands notes will be placed on file if we experience issues with availability, as per the unavailability policy, and any artistes with several notes may be asked to leave the Agency with immediate effect.
12. The artiste agrees to provide up to date photographs of a suitable quality as requested by the Agency. The Agency's standards must be met and the Agency's decision is final. Inappropriate and unsuitable photographs will not be used on the Agency's website and may keep the Agency from submitting the artiste for work. We advise headshots are updated annually.
13. The artiste agrees to:
 - a) Ensure that they arrive on time for all castings/arrangements/bookings.
 - b) Ensure they arrive clean and tidy, unless otherwise requested, and behave in a polite and professional manner during casting and bookings.

- c) Contact the Agency immediately in the event of illness or any other emergency situation which prevents them from attending a casting or booking by means of telephone and email.
- d) Ensure a job record, if provided by the agency for the specific job, is fully completed on the day of a booking and returned to the agency no more than 3 working days after the booking has taken place so the Agency can invoice the client appropriately, along with any travel receipts if requested.
- e) Ensure that they do not display poor or rude conduct towards the Agency's staff and other models or clients. This would include inappropriate correspondence to the Agency, or reference to the Agency by an artiste to any third party.
- f) Ensure they are able to carry out any skills/talent/accents to the standard they have advised the Agency of at any castings and/or bookings.

GENERAL

- 14. Any failure by the artiste to comply with the above obligations may result in them being removed from the website and the Agency's books immediately, without warning. Written confirmation of this will be provided.
- 15. Should an artiste wish to terminate their contract with the Agency and remove themselves from the Agency's books, written confirmation must be received by the Agency. The artiste's details will then be removed within one month from receipt of such correspondence. The artiste's details will be kept on file for 3 years from this date, after which they will be permanently deleted. Please note that the Agency cannot be approached regarding any details relating to an artiste's file after this time, as the file would have been deleted with reasonable cause.
- 16. Information on all assignments undertaken by any artiste with the Agency (including venue, client name and contact details, dates, fees, requirements etc) are kept for a period of 6 years with the agency, after which time they are permanently deleted.
- 17. The Agency's decision is final.
- 18. By signing these terms and conditions, you acknowledge that you authorise the Agency to act on your behalf. This includes the Agency receiving monies on your behalf and signing of on contracts.

PRIVACY NOTICE

We are a GDPR compliant Company and therefore set out to comply with the Data Protection Act 1998. Bonnie and Betty Agency are the data controller and hold all personal details of the model/artiste (as well as personal and contact details of the parent/guardian for under 16s) as outlined on the registration form, in order to provide our clients with the necessary information they require when selecting a model/artiste for their assignment. We will share these details where appropriate with our clients, where deemed applicable for the assignment. All model/artiste's personal and sometimes sensitive information such as appearance details, date of birth, allergies, dietary requirements, skills, talents and more will be shared with clients making bookings in order to ensure bookings are made properly and correctly. Our clients include production companies, freelance production workers, photographers, film/TV/theatre companies and advertising agencies. As per above, we must hold all personal data on file for 6 years from time of removal, after which time it is deleted permanently. By joining the agency, you are also signing up to our mailing list, which we use to send agency information out relevant to you. We do not share your information with third parties. If you do NOT wish to be registered to this mailing list, please email bonnie@bonnieandbetty.com to OPT OUT.

If you have any questions regarding this privacy notice, please request to contact our Data Protection Officer.

Please sign below to confirm you have fully read and understood the Terms & Conditions

PRINT NAME

SIGNATURE

DATE