

Child's Name:.....

BONNIE AND BETTY LIMITED
PARENT'S 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(s)' refers to the child registered with the Agency.

'Parent(s)' refers to the parent/guardian in charge of the Artiste.

'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. Upon acceptance onto the books of the Agency, the parent agrees to pay a non-refundable fee of £75 inc. VAT (value added tax) for inclusion on the Agency's website for a period of 12 months from the first date of inclusion for the talent part of the agency (all work other than modelling which is typically stills) e.g. commercials, photographic advertising, TV, film, video, other). If an Artiste is registered with the Agency solely for photographic modelling only, the £75 website fee will be taken from the first earnings, but they will be unable to be submitted for any other work whatsoever other than this. The Agency will confirm in writing to the parent when their child first appears on the website and the 12 months commence. Payment can only be accepted 30 days after a child is provisionally accepted on to the Agency's books and terms and conditions accepted by the parent. During this time, the artiste has the right to withdraw without detriment. No charge will be made. Once the website is created, the parent will be provided with login details and copy of child's model card and will have 7 days to object to any information shown.
2. Once registered with the Agency, the Agency will provide a sole work finding service to the Artiste for all modelling and/or talent work, dependant upon which division they have been accepted to and which division(s) they have chosen to join. This will be detailed within your acceptance email. Notice of castings and assignments will be provided as soon as the Agency are provided with the appropriate information from the Client, which can often be at very short notice, typically the working day before.
3. Should any work be accepted and undertaken by an Artiste through the Agency prior to the website fee being paid, the Agency reserve the right to deduct this payment, plus its standard commission, from the Artiste's fees.
4. The Agency will ensure the Artiste has an individual, fully searchable web page on the Agency website (www.bonnieandbetty.com) for client's perusal at all times during the 12 month contract between the parent and Agency. The Agency will keep all the child's details fully up to date, as supplied by the parent. Please allow around 10 working days for any updates sent in to be made active.
5. The Agency will contact the parent to arrange bookings on behalf of the Artiste as and when this occurs. Artiste's payments can only be paid once the Agency has been paid by the client, which can take up to and often around 3-6 months. The agency's invoice terms are 30 days, but often client's differ widely. The Agency will pay the Artiste within 10 days of receiving cleared funds into their account from the client, provided we have the relevant details to do so. 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. Please note that we can only pay the artiste and not parent.
6. The Agency cannot and do not guarantee work for any Artiste that it represents. This would be impossible for any reputable Agency as we have no idea what work will come into the offices from one day to the next.
7. The Agency will provide details of their agency photographers, which the parent will be able to utilise at the special agency rates. This will only be offered to an Artiste once fully registered for 30 days or more. The Agency will send a separate document outlining full details on the photography service provided once registered for this period. If the parent chooses to use an alternative photographer, the Agency cannot guarantee the photos will be used on site and will be assessed accordingly for usage on site.
8. Around 1 month before 12 month contract is due for renewal, the agency will contact the parent by email to advise if they would like to renew the artiste's 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. If you accept, an invoice for the following 12 month's website fee will be emailed to you and once this is settled, the contract will be renewed. If this is not paid before the current contract is due to expire, we will assume you no longer wish to proceed and will remove the artiste from our books at the end of this contract. By making payment to renew your contract, you are confirming to continue with the acceptance of these terms and conditions for an additional 12 months.

COMMISSION STRUCTURE

9. TV COMMERCIALS/TV/FILM – All fees will be invoiced by the Agency. The Agency takes 25% commission from all fees. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full.
10. PHOTOGRAPHIC/ABROAD WORK/OTHER – All fees will be invoiced by the agency. The Agency takes 37.50% commission from ALL fees. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full.

11. STAGE/ARTISTE PAYMENTS (BBC/ITV/OTHER) - All fees will be invoiced by the Agency. The Agency takes 20% commission + VAT from all fees. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full.
12. 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 PARENT

13. The parent agrees to have fully read and understood the info pack provided at the time of joining including details on how often they must update and the unavailability policy. It is solely the parents' responsibility to ensure their child's online calendar is always kept fully up to date with any unavailability dates. The parent understands notes will be placed on file if we experience issues with availability, as per the unavailability policy, and any child with several notes may be asked to leave the Agency with immediate effect.
14. The parent agrees to abide to the photo updating. Please see the info pack for full information.
15. The parent agrees to return the completed licensing documentation within 10 days of receipt. The parent understands that without this documentation, their child cannot legally work and will therefore not be submitted for any work until this is received.
16. The parent agrees to:
 - a) Ensure that their child arrives on time for all arrangements/bookings
 - b) Ensure that their child is accompanied by a responsible adult at all times during a booking, unless specifically agreed otherwise with the Agency. This includes travelling to and from any location. Unless otherwise agreed, chaperone must be a parent or legal guardian only. Please note grandparents, adult siblings or any other family member or friend cannot act as a chaperone to your child without a Chaperone Licence issued from their council. If this is the case, the parent must inform us at the time of booking the job who will be chaperoning their child, if this will be anybody other than the parent, so that this can be noted on the Child Performance Licence application form.
 - c) Limit the amount of people attending the booking with their child to 1 adult only and no additional children, unless otherwise agreed with the Agency.
 - d) Ensure that their child behaves in a polite and professional manner during any bookings.
 - e) Contact the Agency immediately in the event of the child's illness or any other emergency situation which prevents the child from attending a booking. This should be by means of telephone and followed up with an email where possible.
 - f) Ensure the child attends the booking with clean hair, face, nails and clothing, as per the booking confirmation details.
 - g) Ensure if a job record is provided by the Agency for a job that this 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, otherwise they may not receive payment for their work.
 - h) Ensure that they, or their children, do not display poor or rude conduct towards the Agency's staff and other children, parents or clients. This would include inappropriate correspondence to the agency, or reference to the agency by a parent/child to any third party.
 - i) If a parent pulls out of a confirmed booking once the licence has been applied for, the Agency reserves the right to charge the parent for the Child Performance Licence fee, due to the work having already been carried out and the Agency then unable to invoice the Client for this. The standard fee for this is £50, but can differ depending upon the type of licence and the council applied to.

GENERAL

17. Any failure by the parent to comply with the above obligations may result in the child being removed from the website and the Agency's books completely, with immediate effect without prior notice. This will be confirmed in writing.
18. Should a parent wish to terminate their contract with the Agency and remove their child from the Agency's books, written confirmation must be received by the Agency from the parent, giving one month notice. The child's details will then be removed within one month from receipt of such correspondence. The child's details will be kept on file for 3 years from this date, after which they will be permanently deleted. The Agency cannot be approached regarding any details relating to a child's file after this time, as the file would have been deleted with reasonable cause. The artiste will be required to finish any outstanding work with the Agency. Any introductions made whilst registered with the agency cannot be transferred to another agency nor continued directly when leaving.
19. 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.
20. The Agency's decision is final.
21. The Agency cannot refund website fees after the web work has been carried out, which will be within 5 working days of receiving all required information, photographs and web fee. If the webpage is not set up within 60 days of payment, due to the required information not being provided, the parent may request a refund.

22. By signing these terms and conditions, you acknowledge that you authorise the Agency to act on yours and your child's behalf. This includes the Agency receiving monies on your child's behalf and signing off any contractual agreements.
23. The Agency reserves to the right to change their terms and conditions at any time, giving the artiste notification of this.
24. The Agency is a sole representation Agency. This means all artistes are represented by Bonnie and Betty solely and will not be permitted to be registered with any Agencies, unless written consent in giving to the parent beforehand.

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.....