

Family Name (surname):.....

BONNIE AND BETTY LIMITED

FAMILY DIVISION 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

‘Family’ refers to the family unit registered with the Agency for all work including photographic, TV, film & video assignments.

‘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, our fee structures are as follows:
 - A) If one or more family member is already registered to the agency, there is no up front website fee payable.
 - B) If no family members are already registered to the agency individually, the family agrees to pay a non-refundable fee of £75 including VAT for inclusion on the Agency’s website for a period of 12 months from the first date of inclusion for the casting part of the agency (all work other than photographic e.g. commercials, TV, film, video, other).

If a family 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 stills. The Agency will confirm in writing to the family when they first appear on the website and the 12 months commence. Payment can only be accepted 30 days after a family is provisionally accepted on to the Agency’s books and terms and conditions accepted by the lead family member. During this time, the family have the right to withdraw without detriment. No charge will be made. Once the website is created, the family will be provided with login details and will have 7 days to object to any information shown. We will email you towards the end of the 12 months (around 1 month prior) to advise if we would like to offer a contract renewal for a further 12 months or not).
2. Once registered with the Agency, the Agency will provide a work finding service to the family for all model and talent work, including photographic, TV, Film/Video & PR assignments, unless they have specified that they only wish to be submitted for certain types of work. 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, often the working day before.
3. Should any work be accepted and undertaken by a family 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 family’s fees.
4. The Agency will submit all families registered on their books for all suitable assignments, unless otherwise requested. This includes working as a model, actor, extra or performer.
5. 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 family and Agency. The Agency will keep all details fully up to date, as supplied by the family. Please allow around 10 working days for any updates sent in to be made active.
6. The Agency will contact the lead family member to arrange bookings on behalf of the family 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 will pay the Artistes within 10 working 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 per cheque administration fee for re-issue. We reserve the right to cancel any cheques not banked within 6 months.
7. The Agency cannot and do not guarantee work for any family 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.
8. The Agency will provide their Agency photographer if this is requested. This will only be offered to a family 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. Professional photographs are not essential for the family division. Clear, current snaps approved by the agency are acceptable.
9. Around 1 month before 12 month contract is due for renewal, the agency will contact the lead family member by email to advise if they would like to renew the family’s contract or not. If not, the family 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, and a website fee is applicable, 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 family from our books at the end of this contract. By confirming renewal of your contract, you are confirming to continue with the acceptance of these terms and conditions for an additional 12 months.

COMMISSION STRUCTURE

10. TV COMMERCIALS/TV/FILM – All fees will be invoiced by the Agency. The Agency takes 25% commission from all fees for all artistes. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full. If any adult within the family is also registered to our adult division, their commission will be as per their own Terms & Conditions, which will override these family division commission rates.
11. PHOTOGRAPHIC/ABROAD WORK/OTHER – All fees will be invoiced by the agency. The Agency takes 37.50% commission from ALL fees for all artistes. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full. If any adult within the family is also registered to our adult division, their commission will be as per their own Terms & Conditions, which will override these family division commission rates.
12. STAGE/ARTISTE PAYMENTS (BBC/ITV/OTHER) - All fees will be invoiced by the Agency. The Agency takes 20% commission + VAT from all fees for all artistes. This excludes any travel expenses being reimbursed by the client, which are payable to the artiste in full. If any adult within the family is also registered to our adult division, their commission will be as per their own Terms & Conditions, which will override these family division commission rates.
13. 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 FAMILY

14. The family agrees to have fully read and understood the info provided at the time of joining including details on how often they must update etc. It is the lead family member's responsibility to ensure their information is always kept fully up to date.
15. The family agrees to return the completed licensing documentation for any children within 10 days of receipt. The parent understands that without this documentation, the child cannot legally work and will therefore not be submitted for any work until this is received.
16. The family agrees to:
 - a) Ensure that they arrive on time for all arrangements/bookings
 - b) Limit the amount of people attending the booking to those family members booked only, no additional children/adults, unless otherwise agreed with the Agency.
 - c) Ensure that each family member behaves in a polite and professional manner during any bookings.
 - d) Contact the Agency immediately in the event of illness or any other emergency situation which prevents any of the family members from attending a booking. This should be by means of telephone and email where possible.
 - e) Ensure each family member attends the booking with clean hair, face, nails and clothing, unless specified otherwise.
 - f) 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.
 - g) Ensure that no family member displays 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.

GENERAL

17. Any failure by the family to comply with the above obligations may result in the family 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 family wish to terminate their contract with the Agency and remove themselves from the Agency's books, written confirmation must be received by the Agency from the lead family member, giving one month notice. The family's details will then be removed within one month from receipt of such correspondence. The family'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 family 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 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 lead family member may request a refund.
22. 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.
23. The Agency reserves to the right to change their terms and conditions at any time, giving the family notification of this.

24. The family division is NOT sole rep, so you are welcome to be registered with other family agencies for family work only.

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