

Phoenix Casting Artiste Terms & Conditions

Introduction

Please read the terms and conditions below carefully.

By applying to be registered with Phoenix Casting the artiste is agreeing to the following terms and guidance.

Application

By applying to join the agency, the artiste is not automatically added to the agency books or eligible to be offered work. The agency reserves the right to refuse or remove the artiste's application.

The artiste can apply to be included on either our MAIN book or the RESERVE or REGIONAL books by completing an online application.

Success of your application is by approval only for the;

- **MAIN Book** (West of England, Wales and Countrywide). Successful applicants will be invited to book in to meet agency staff in person at one of the agencies' registration days. The artiste will not be registered for this book until they have attended their appointment. The artiste will be registered for twelve months until the next intake.

Artistes applying for the RESERVE or REGIONAL books do not need to attend a registration day appointment (online application only);

- **RESERVE Book** (West of England, Wales and Countrywide). Applies to artistes who were not invited to a registration day in the current MAIN book intake, cannot attend a registration day or applies outside the MAIN book intake period. With permission, the agency will keep the artistes details on file IN CASE of any suitable work arising.

The artiste is not guaranteed work. Should the agency be unable to fulfil a booking using the MAIN book artistes, or should the artiste have a specific skill or certain look that can be utilised, the agency will be in touch.

- **REGIONAL Book.** Applies to those artistes who are based outside of the agency main area of work (Wales and the West Country) and will work in a regional area.
The term 'Regional' for the agency purposes means, London & South East, The Midlands (East and West), South Devon and Cornwall, North West or North East.

The artiste will be contacted if suitable for work obtained by the agency outside the MAIN book area.

Fees

An annual administration fee of £35 plus VAT will be deducted from one of the artiste's earliest payments within the twelve month period for those fully registered for the MAIN book.

The agency does not currently charge an administration fee for being on the RESERVE or REGIONAL books.

The agency reserves the right to change the fees policy at any time. Any changes to the fees policy will be communicated in advance of implementation.

ALL engagements secured through Phoenix Casting are subject to commission +VAT

Background/Extra, Walk-On, Stand-in/Double are subject to 15% commission +VAT

Featured roles for TV and Film, Commercials, Photographic, Corporate and Voice-Over are subject to 20% commission + VAT.

Any buyouts, repeats, royalties and residuals or any further monies accrued from the original engagement are also subject to the above commission rates.

The agency will advise the artiste of their rates of pay at the stage of offering work, please note the payment fees advised by the agency are always the gross amount before agency commission + VAT deductions.

Payment

The artiste agrees that Phoenix Casting, on their behalf, will receive all fees for their bookings.

Within 10 working days of receipt of the artiste's fees (this can take 6 to 12 weeks from the day (s) of work as a guide) the agency will make their deductions and make payment electronically to the artistes' given bank account. It is the artiste's responsibility to ensure account details held by the agency are current and accurate.

The artiste will receive an emailed remittance advice note detailing payment amounts.

Phoenix Casting cannot pass on payment until it has been received by the agency from the production company.

The agency will chase outstanding monies on the artiste's behalf. If a production is late paying or fails to pay, Phoenix Casting is not liable to the artiste for the outstanding monies.

Any monies received directly by the artiste from a production company for an engagement booked by the agency is subject to commission and the agency is entitled to invoice the artiste for it.

The artiste is responsible for all Tax and National Insurance contributions. The artiste works through the agency on a self-employed basis. It is the artiste's responsibility to declare their earnings to HMRC.

Salary Vouchers, Chitless and Engagement

Any engagement on any booking is subject to a contract with the production company. Artistes can refer to the booklet for the standard terms agreed to, set out on a Salary Voucher/Artiste chit.

Productions have the right to issue their own version of terms.

In some circumstances production companies may ask for a signed contract from artistes. If circumstance means the artiste is not able to sign, the artiste agrees that the agency will sign on their behalf.

All communication between the artiste and the client (Production Company) must solely be through the agency. Artistes are prohibited from making direct contact with the client and should the client contact the artiste directly with work offers, the artiste must direct them to contact the agency .

Productions may choose to use the agency chitless system, if so, the artiste will not be required to provide a physical signature when wrapping at the end of the day. All details of the artiste fees will be entered by an AD or crew and the artiste will receive a digital salary voucher by email after being wrapped.

Any queries or omissions regarding a digital chit should be emailed to chits@phoenixcasting.tv no later than the next working day. The agency will query/update the artiste chit as appropriate and contact the artiste with the outcome in a timely manner.

If the artiste signs out and receives a paper copy salary voucher, they are responsible to keep hold of this, this is their record of the work undertaken. Any queries regarding amounts should ideally be resolved at signing out stage, if this is not possible please write 'in dispute' on the chit and email no later than the next working day with the query to office@phoenixcasting.tv. The agency will query/update the artiste chit as appropriate and contact the artiste with the outcome in a timely manner.

Right to Work

Phoenix Casting has the responsibility of ensuring that all artistes are legally entitled to work in the UK.

The artiste must provide the agency with the valid documentation and information required which will be validated. The agency will hold copies of the supporting documentation as required by law.

Disclosure Checks

If approved for the MAIN book, the artiste will need to apply for a *basic disclosure.

The artiste is required to apply and pay for the disclosure themselves and provide a copy of the certificate to the agency

*If the artiste holds an enhanced disclosure issued for other work and it is no older than 18 months, or, the enhanced disclosure is on the update service, the artiste does not need to apply for basic disclosure.

For further information on disclosures please see
<https://www.phoenixcasting.tv/disclosure.html>

Confidentiality

Artistes must adhere to strict confidentiality rules for engagements whilst on set and at all other times.

By agreeing to these terms the artiste confirms he/she will NOT;

Divulge or communicate any confidential information which relates to the booking or production (this includes but is not exclusive to storylines, scripts and cast members) before, whilst and after filming or until the production is aired. To clarify this includes family and friends as well as the media (of any kind).

Post ANY information on social media (this includes but is not exclusive to comments, photographs or other media) of any kind.

For the purposes of this confidentiality clause, confidential information, though not exclusively, is information relating to scripts, storylines, casting and agency information (including the agency booklet), photographic material (including photos or selfies taken for the purpose of or during the engagement), contributors, rates, usage, financial information, business contacts, client lists and information, suppliers, contracts, budgets or other financial reports.

Failure to adhere to, or breach of this confidentiality clause will result in dismissal and removal from the agency books.

Booking

The artiste agreeing to these terms and being successfully registered for the MAIN, RESERVE or REGIONAL books does not obligate the agency to offer work.

The agency may contact you with booking offers, the artiste is not obliged to accept work offers but once the artistes accepts a booking or pencil they are obligated to keep themselves free for the date(s) accepted.

The artiste agrees that if pencilled for work they commit to keep themselves available until advised on the status of the booking by the agency. If the artiste is receiving alternative queries for work it is their responsibility to check the status of pencilled bookings with the agency.

If exceptional circumstance arises and the artiste is no longer free for a booking, the artiste **MUST** contact the agency as soon as possible by telephone 0333 009 6261. Other forms of communication to pull out of work are not acceptable.

Depending on the agreement in place, Production Companies can have the right to cancel any booking at any time. The agency will notify the artiste as soon possible of the cancellation of their booking.

Artistes who repeatedly fail to honour an engagement and pull out during office hours will be dismissed from the agency books.

Artistes who fail to honour an engagement by pulling out on receipt of call details or outside office hours (other than *exceptional circumstances) will be immediately dismissed from the agency books.

Artistes are expected to honour engagements. Non-attendance without prior notice (No Show) will result in instant dismissal from the agencies books.

*Validity of exceptional circumstance is at the discretion of the agency.

Artistes must conduct themselves in a courteous and professional manner at all times. It is essential artistes arrive at the given production location on time and adhere to instructions given by crew. Any reported unacceptable or inappropriate behaviour reported on set, at unit base or towards a member of the agency could lead to dismissal/removal from the agency book.

Termination

The agency reserves the right to remove any artiste from the agency books at any time and without notice.

The agency is not required to give reason for the removal.

Artistes may request removal for the agency books at any time, for any reason, with immediate effect.

The agency will keep the records of any removed artistes with outstanding fees for work undertaken through the agency for the purposes of making payment (minus deductions).

Artistes who have not worked for the agency at all can request to have their details removed fully.

Agency Booklet

Further detailed information and agency guidance is available in the agency booklet. The artiste will receive a hard copy if approved and attending an agency registration day for the MAIN book or it is accessible and downloadable from the artiste's online profile for those applying or registered for the MAIN, RESERVE and REGIONAL books.

Data Privacy Policy

We are Phoenix Casting – A Casting Agency supplying Actors, Voice-over Artistes, Models and Supporting Artistes to Television, Film and Productions Companies.

This Privacy Notice describes how we collect and use your personal data. It also describes the rights you have and control you can exercise in relation to your data.

If anything is unclear, please get in touch (privacy@phoenixcasting.tv)

1. DATA COLLECTION AND USAGE

1.1 We will collect the following personal data;

- (a) Contact information: your name, email Telephone and postal address, NI Number, Bank details and DBS / Disclosure information
- (b) Business information: data identifying you in relation to bookings made for you.

1.2 The above data will be provided to us by you.

2. YOUR COMMUNICATION WITH US

2.1 We may also collect information that you choose to provide to us when communicating with us. For example – your CV for acting purposes.

3. HOW WE USE YOUR PERSONAL DATA

3.1 We use your personal data for the following purposes:

- (a) Business relationship: managing and administrating our relationship between ourselves, you, and the company that you have booked to work with. Including, keeping records about business contacts, services and payments;
- (b) Communication: sending emails and other messages about work you are being put forward or booked for.

(c) Regulatory: compliance with our own legal obligations including tax and accounting, auditing and reporting;

(d) Managing suppliers: who we deliver services to.

(e) Legitimate interest: to pursue the legitimate business interest below.

4. REASONS FOR USING YOUR DATA

4.1 We will process your data for a number of reasons:

(a) You have given us consent to put you forward for jobs

(b) This is necessary to comply with a legal obligation: e.g. VAT and HMRC reporting;

(c) It is necessary for our legitimate business interests (provided that this does not override any interest or rights that you as an individual may have).

5. LEGITIMATE BUSINESS INTERESTS

5.1 We have legitimate business interests in;

(a) Managing our business and relationship with you, and the companies or organisations that you are booked to work with

(b) Understanding and responding to enquiries;

(c) Identifying what our clients want and developing relationships;

(d) Improving our services;

(e) Enforcing our terms of business;

(f) Managing our supply chain;

(g) Developing relationships with business partners;

(h) Ensuring debts are paid.

6. DATA SHARING

6.1 We share your data with the following;

(a) Suppliers: those who support our business including IT and communication suppliers, outsourced business support (such as our Accountant);

(b) Regulatory bodies such as HMRC and others in accordance with legal requirements and good practice;

(c) The companies or organisations that you will be working with through us.

7. SECURITY

We will hold your information securely in line with physical, technical and administrative security measures. This will include storing information in secure cabinets and on IT systems which require password entry. The transmission of information however via the internet is not completely secure and whilst we will take reasonable measures to protect such information, we cannot guarantee the security of the information transmitted and any transmission must be at your own risk.

8. DURATION

8.1 We will keep your information for as long as is needed to provide the services and to deal with any repeat fees that may be due. We will retain your information as necessary to comply with legal, accounting and regulatory requirements. Typical retention periods will range from 3 to 10 years.

9. YOUR RIGHTS

9.1 You have certain rights in relation to the data we hold and if you would like to exercise any (and not all apply in all circumstances), please contact us (privacy@phoenixcasting.tv);

(a) Access: you can ask us if we are processing your personal data and if we are, you can request access to the same;

(b) Correction: you can request that any incomplete or inaccurate personal data we hold on your is corrected;

(c) Erasure: you can ask us to delete or remove your personal data in certain circumstances. We may refuse such a request where the personal data is, for instance, required for compliance with the law or in connection with claims;

(d) Restriction: you can ask us to suspend the processing of certain of your personal data where for instance, you wish to clarify its accuracy;

(e) Transfer: you can ask us to transfer certain types of personal data on you to another party;

(f) Objection: where we are processing your personal data based on a legitimate business interest, you may challenge this;

(g) Consent: where we are processing personal data with your consent, you can withdraw your consent.

10. COOKIES

10.1 We may use cookies to identify your browser if you use our website. Cookies collect and store information when you visit our website about how you use it and

through which it is possible to record your usage. This helps us to provide a better service.

11. LINKS

11.1 Our website and other communications may, from time to time, contain links to and from the websites of others. The personal data that you provide through these websites is not subject to this privacy notice and the treatment of personal data by such websites cannot be our responsibility.

11.2 If you follow a link to any other website, please note that these websites will probably have their own privacy notices which will set out how your data will be processed.

12. CHANGES

12.1 We may update this privacy notice from time to time including adding/deleting ways and means of how we process your personal data.

12.2 This Notice is up to date as of May 2018