



# Terms & Conditions

## Take 3 Agency Ltd Artiste Terms and Conditions of Engagement:

### Your contract with us

1. Please read the terms and conditions below and the guide (referred to as "**the guide**") carefully as together they form the binding contract (referred to as this "**contract**") between you (referred to as "**you**" or "**your**") and Take 3 Agency LTD of (referred to as "**Take 3 Agency**" or "**we**", "**us**" or "**our**").
2. By submitting your application to be registered as an artiste with Take 3 Agency you agree to be bound by this contract. If there is anything you do not understand in these terms and conditions or your guide, Please contact us.
3. We may update the guide from time to time, for example where the requirements of production companies change, so please check it regularly.

### Registration in our Membership book.

6. You are not officially registered with Take 3 Agency until you have signed our terms & conditions and fully set up your profile on syngency.
7. **Important:** By applying, you are not automatically included in our membership book, and we reserve the right to refuse your application or remove you from our membership book for any reason. To avoid doubt, if we refuse your application or remove you from our membership book, this contract will automatically terminate.
8. Once you receive your approval email, you must upload via our agency log in system SYNGENCY a **photocopy of your passport** or **permit to work in the UK**. We cannot offer you any bookings or pay you any fees until we receive this. If you do not upload this within 30 days of registering with the agency, we may remove you from the membership book.
9. Once you have been approved, you will be included in our membership book for 12 months from the approval date. This contract will automatically expire on that date. We may contact you before that date regarding renewal.
10. **Important:** Once we accept your application, you appoint Take 3 Agency to act as your agent in finding you bookings as a SPACT, Specialist performer, Stunt Performer or any other similar work (referred to as "**bookings**") with production companies under this contract. You are not engaged as an employee or contractor of Take 3 Agency in any circumstances.
11. **Important:** While we endeavour to find bookings for everyone in our membership book, we make no guarantee that we will offer you any bookings at any time.

### Your details and data privacy

12. You are responsible for the accuracy of all the details you provide to us in your application and for keeping your details up to date. You can contact us at any time to update your details or go on to your SYNGENCY profile to update this. If we discover that any of your details are materially inaccurate, we reserve the right to remove you from the membership book and terminate this contract (This includes false photos and footage that is not of you)

13. In particular, you must ensure that all physical descriptions and measurements are accurate and are kept up to date and your photographs accurately represent how you look. If you fail to do so, you may be sent home from a booking unpaid.

14. You must also ensure that your bank account details are correct and kept up to date as we pay your fees by BACS to this account. We are not responsible for retrieving any payment we make to the latest bank account details you have provided to us. If you do not provide any Bank account details, we will hold payment.

15. Where we do not accept you onto our membership book, we will delete your data within one month.

16. Under the Data Protection Act (1998) and GDPR (2018), we are the data controller of all your details we hold. We will use your details only for purposes related to this contract, or as agreed by you or permitted by law, including contacting you with offers of bookings and details of other productions we are casting for, and about other services related to your bookings. We will use appropriate measures to keep your details safe and secure. We will not sell, license or trade your personal information to others. For more information about privacy and data, please read our full privacy statement:

17. We will keep an archive of your details for so long as you remain on our membership book plus up to two years afterwards. You have the right to ask for this to be removed, but we will need to keep some personal details relating to any work you have done for legal reasons.

18. This section will continue to be effective after the expiry or termination of this contract.

### Our fees

19. We deduct 20% commission + VAT from all fees, buyouts and royalties you receive for or from bookings that we arrange for you (referred to as "our commission").

20. We do not deduct any commission from expenses, Stunt adjustments, insurance, per diems or direct reimbursements.

### Bookings & Castings.

21. From time to time, we may send you availability checks or castings for bookings via syngency. You will have the option to accept or decline any availability check or casting. **Important:** These are not bookings.

22. Once you have accepted an availability check or casting, you must keep yourself free for the dates accepted. If you become unavailable at any point after accepting an availability check or casting, you must let us know. If you fail to let us know and the client wants to book you, we enforce a strict '1 strike', and you're out rule.

23. From time to time we may contact you to offer you bookings. This will likely be after an availability check or casting you have accepted. We are not obliged to provide you with any bookings at any time. These bookings will be offered by our software Syngency and sent to you via a booking confirmation on email.

24. You are not obliged to accept any booking offered to you. Once you accept a booking, you must keep yourself free for the dates obtained. This applies even when a booking is for only part of a day, such as a costume fitting or COVID Test.

25. If for any reason you do become unavailable for a booking you have accepted, you must contact the person at Take 3 Agency who booked you for that job as soon as possible. You must do this in writing by email. **Important:** If you fail to turn up for any booking without good reason or pull out of a booking after accepting, we may remove you from our membership book. Production may also reserve the right to withhold payments for missed days and any preparatory dates prior (Including COVID tests & Fittings).

26. **Important:** Production companies are entitled to cancel any booking without charge up to 12 pm the day before the booking. We will notify you as soon as practicable after receiving notice of cancellation of your booking. In most cases, we will notify you of the cancellation 24 hours before the start date of your booking. We will always try our best to push for any late cancellation payments outside of the 12 pm cut off, but this is not guaranteed.

27. If you are booked under a direct contract with the production, such as an equity contract, any cancellation will be as per this contract.

28. You must comply with the instructions set out in the bookings section of the guide.

29. **Important:** When you have accepted a booking, if you do not re-confirm your availability to us by email, text or telephone on the day before a booking, before 6 pm, we are entitled to replace you without further notice to you. This means that the production may not allow you on set, and you will not be paid.

30. **Important:** Non-attendance and lateness are very damaging to our professional reputation, so we enforce a strict '1 strike', and you're out rule.

If any Artist does not turn up to a booking with Take 3 Agency then this will result in automatic removal from our books. However, if it's an unavoidable emergency and you need to drop out of a job, it's important you tell us as soon as possible.

- In office hours: You need to call the office on 02080882833 and speak to the person who booked you.
- Out of office hours: If at any point you think you cannot attend a booking and it's out of hours, you MUST call & email the person who booked you on their emergency mobile number to explain. You will find this in your emailed details.

### **Your engagement**

31. When under a SPACT or similar booking, your engagement on any booking may be subject to a separate contract with the production company.

32. Some production companies make changes to this agreement, and the applicable version will be sent to you in the email from Take 3 Agency booking you for each engagement. Some production companies may require you to sign a written contract with them, this may be a digital signature, others may not require any additional formalities. If you are not able to sign this for any reason, you give Take 3 Agency the right to sign this on your behalf as your agent.

33. In any event, by attending the production location for the engagement, you will be deemed to be bound by that production company agreement (as set out in the email from Take 3 Agency booking you for that engagement).

34. You must arrive at the production location by the call time you are given. If you are late, the production may not allow you on set, and you will not be paid.

35. While you are on set (or on any transportation to set provided by the production company), you must:

- Be professional and courteous at all times.
- Not make any film or sound recording or take any photographs;
- Comply with any rules and regulations set by the production company, and follow any instructions given to you.

36. If your behaviour on set (or on any transportation to set provided by the production company) is considered by the production company or us as unacceptable or inappropriate, including your behaviour towards any member of Take 3 Agency or any production staff member, or if you misrepresent Take 3 Agency in any way, you may be required to leave the set, the production company may not pay you for the booking, and we reserve the right to remove you from the membership book.

37. **Important:** While you are on set (or on any transportation to set provided by the production company), Take 3 Agency is not liable if you are injured (unless our negligence causes it) or for any loss of, damage or theft of any of your personal possessions. The production company is responsible for taking out personal injury insurance to cover you while you are on set.

38. If the production company asks, you must sign a release form (this permits the production company to use images, films and recordings of you). The production company may not pay you if you do not sign this form. If you are unable to sign this, you authorise us to sign any release form requested by a production company on your behalf. If you fail to sign a release form on the day, we may sign it on your behalf to ensure that you get paid. This may be a digital signature.

39. **Important:** If you have any problems or queries when you are on set, you must contact Take 3 Agency and not the production company. If necessary, we will raise this with the production company on your behalf. Of course, if there is an immediate risk to anyone's health or safety, you should immediately raise this to the appropriate person on set.

40. When under a booking with Take 3 Agency you must stay within the boundary and guidelines of what your booking is. If you are required to take the place of a Stunt performer or get asked to do anything that the Stunt Coordinator or we would class as a risk worthy stunt, the consent of the Producer, Take 3 Agency, Stunt Coordinator must be agreed prior, and the appropriate fee and contract must be in place for the remainder of the booking.

## Stunts

41. When booked on a job as a stunt performer through Take 3 Agency, it is your responsibility to ensure you have the correct Stunt Insurance in place. You can contact a staff member of the Take 3 Agency for more information on this. If you turn up on a Stunt job booked by Take 3 without the correct insurance in place, we reserve the right to take you off the job and remove you from our membership book.

42. When booked as a stunt performer on a booking by Take 3 Agency, you must ensure you have all the applicable equipment for this job (Pads, clothing, harness) at your own expense. If you do not have any equipment as stated in your booking email, you must let the person booking you know.

43. Any work you do as a Stunt Performer via Take 3 Agency will be subject to a separate contract with the production. In most cases, this will be an Equity/Pact agreement. If you are sent any contracts directly from production, you must check with the person booking you from Take 3 Agency to ensure these are correct before signing.

44. When undertaking a stunt booking via Take 3 Agency you must ensure any documentation (including start forms) are sent to us first to fill out on your behalf.

45. If a member of production approaches you about being paid directly, you must ensure one of the Take 3 Agency team is fully aware of this so they can deal with the situation appropriately. If you fail to let us know we reserve the right to take you off the job and terminate your contract.

46. If you are paid directly by production, you must make one of our staff members aware straight away, and a VAT invoice will be sent for any commission owed. This must be paid within 14 days of receiving the invoice from Take 3 Agency.

47. While working as a stunt performer, you will most likely be sent all your call times directly, it is important that you keep track of all your timings and share these with the appropriate person at Take 3 Agency. If you fail to keep log of your wrap times, this may result in you getting underpaid.

48. If you approach a Production, Client, Stunt Coordinator or Stunt Department booker directly after being introduced to them by Take 3 Agency, you must make sure a member of our staff is aware. Failure to do so will result in instant dismissal from our membership book and any future work.

49. **Important:** If you are approached or booked directly by a Production, Client, Stunt Coordinator, Supervisor or Stunt Department Booker after/during a job that Take 3 Agency booked you on or put you in contact with, you must make one of our staff members aware. This may be, but not limited to:

- Additional dates on a current booking or production
- Being approached about a future booking with the existing client.

If you end booking a job directly via a client of Take 3 Agency, we are entitled to invoice you for the full commission owed, but this will be discussed on a case by case basis. In some cases, when the work has come to you direct, we may offer reduced or no commission, but this is completely at our discretion.

This is valid for 12 months from the finishing point of working with that production, client, stunt coordinator or stunt department booker.

50. If you get a booking with Take 3 Agency on a job with a client, stunt coordinator, or stunt department booker you have worked with before, please flag this to one of us before starting your time on this production to avoid any confusion.

51. If on a booking with Take 3 Agency as a SPACT, Dancer or Specialist and you are asked to do a stunt by a stunt coordinator, we must be made aware immediately. Failure to do so will result in instant dismissal from our membership book and any future work.

### **Confidentiality**

52. **Important:** The work you do on any booking is strictly confidential, and you must not disclose any details to any person. For example:

- You must not make any film or sound recording or take any photographs while on any set.
- You must not contact any journalist, newspaper, magazine or other publication about any production you have worked on.
- You must not post any comments or photographs on any website, blog or social network about any production you have worked on (this includes Facebook, Twitter, Instagram, Snapchat, WhatsApp or any other social media platform ).
- Production may also ask you to sign their own (NDA) Non-Disclosure agreement, this may be digitally signed.
- You must NOT ever share a casting we send out to you directly!

If you breach this clause we will immediately remove you from the membership book.

**Payments**

53. You authorise Take 3 Agency to receive all fees from production companies for your bookings on your behalf.

54. Within 10 working days of us receiving your fees (this is normally six weeks after you have completed the booking, but is sometimes longer depending on the production company) we will deduct our 20% commission + VAT then pay the balance of the payment directly into your bank account by BACS. We will also email you your remittance. Please note: We only send remittances by email or virtually.

55. Take 3 Agency cannot pass payment from a production company on to you until the production company has made payment to us. If a production company fails to pay us, we will chase them for payment on your behalf. You authorise us to issue proceedings against any production company for unpaid fees on your behalf. However, Take 3 Agency is not liable to you for any fees which a production company fails to pay.

56. If you receive any fees directly from a production company, Take 3 Agency is entitled to invoice you for our 20% commission + VAT. This will be a VAT invoice, where appropriate.

57. On some TV and film productions, you will be given a salary voucher (a chit) at the beginning of each filming day. It is your responsibility to keep hold of this, make sure it is signed at the end of each day by an appropriate member of the production company, and return it to the production company.

58. It is your responsibility to keep a record of all times and dates that you worked. If you work any overtime, you must email details of this to your contact at Take 3 Agency the next day. If you do not, you may not receive payment for this.

**Taxes and National Insurance**

59. For tax purposes, you are considered self-employed. You are therefore responsible for paying your own income tax and completing your own annual tax return. For more details, please contact your local tax office.

60. You are considered self-employed for National Insurance purposes. You will not have a Class 1 National Insurance deduction from your payment, and you will receive all payments without National Insurance deductions. You will be responsible for paying any Class 2 National Insurance and, where applicable, Class 4 National Insurance which will be payable along with your self-assessment income tax. Under no circumstances are you considered an employee of Take 3 Agency.

61. If you think there might be an error in your rate of pay for a particular day you must email the booker who booked you for the job. You have 2 working days from the day you worked to report any error in your rate of pay. Errors reported outside this time may not be paid if production refuse.

**Termination**

62. You may terminate this contract at any time by providing us with 30 days written notice. You or we may terminate this contract at any time by serving written notice on the other if the other is in material or persistent breach of this contract. In both cases, we will immediately cancel all bookings which were due after termination.

63. On termination, we will immediately remove you from our membership book. We will continue to pay you any fees paid by production companies (after deducting our commission) which we receive after termination for bookings you attended prior to termination.

64. Termination of this contract will not prejudice any rights or remedies which have arisen under this contract prior to that date.

**General**

65. You are not entitled to sub-contract, assign, transfer, or otherwise dispose of your rights or obligations under this contract.
66. We may update the guide, which will be available on our website, but without specific notice to you. Otherwise, this contract may be varied by us on 30 days written notice to you.
67. If you or we fail to require the performance of any terms of this contract or you or we waive any breach of this contract, this will not prevent you or us later enforcing such term, nor be deemed a waiver of any subsequent breach of this contract.
68. Should any provision of this contract be declared invalid for any reason, such a decision will not affect the validity of any remaining provisions which will remain in force and effect. In those circumstances, we are entitled to replace the invalid provision with a provision of similar or equivalent economic effect by written notice to you.
69. Nothing in this contract is intended to or shall operate to create a contract of employment, partnership or joint venture of any kind between you and us or to authorise you to act as our agent. You shall not have authority to act in the name or on behalf of or otherwise bind Take 3 Agency in any way.
70. Whenever under this contract any sum of money is payable by or recoverable from you and due to us, then we may deduct or set off the amount of such sum from any fees we receive on your behalf, and we will notify you that we have done this.
71. Nothing in this contract confers any rights or benefits on any person or legal entity other than you or us.
72. This contract constitutes the entire agreement and supersedes all previous verbal or written agreements between you and us. Except for the information you provide to us in your application, or otherwise as expressly stated in this contract, neither you nor us have relied upon any statement or representation made by the other in entering into this contract.
73. This contract, all matters regarding the interpretation or enforcement of it, and any other matters or disputes arising in connection with it shall be governed by English law, and you and we hereby submit to the exclusive jurisdiction of the English courts.