



Hereafter, NexGen which is owned and operated by Witney Associates Group Ltd (registered in England and Wales under company number 13524074) will be referred to as the “Agency” and the term “Artist” will refer to the artist/signatory parent or guardian and any person responsible for or accompanying the artist on Assignment. The term Assignment(s) will refer to any work, assignment, audition or casting arranged by the Agency.

1. The Artist understands that by becoming a NexGen member they will remain under contract with the Agency for a one (1) year period, continuing beyond if neither party elects to terminate the agreement. This agreement can be terminated one (1) month before end of the agreed term. The Artist will remain under contract with the Agency beyond this period if undertaking an ongoing Assignment(s) until the completion of that Assignment(s) or any further associated Assignment(s) in full. The Artist agrees to complete any Assignment(s) with the agency that has been started in any form, verbally/written/email etc, and may not continue the Assignment(s) with a different agent/agency or by self/parent/guardian, or any other form, of representation.

The Agency is regulated by BIS (Department of Business, Innovation and Skills) and does not charge a joining or registration fee. However, whilst there are no fees to be represented by The Agency we do require the artist to cover the costs of setting up and creating the artist’s portfolio on The Agency’s online website publication. The total fee of £55.00 will cover the full cost and maintenance including all updates for the period of one (1) year. This fee will cover film, tv, stage, commercials and others. If you would prefer to just be submitted for photographic modelling, this fee will be taken from your first earnings. This is in compliance with the BIS, as the current legislation states that an upfront work finding service fee cannot be charged to those working as a photographic model only.

The Artist has the right to terminate this agreement with The Agency at any time during the initial thirty (30) days of the commencement of the agreement, which will include a full refund of fees paid for services to The Agency, or by giving written notice one (1) month before leaving the agency.

The Agency has the right to represent the Artist and publish Artist details, including images, in any promotional/advertising capacity without reference to the Artist. The Artist agrees that any document, in any media, created, produced or published by the Agency may not be used by any other individual or company without prior written consent of the Agency. The Agency agrees to represent the Artist but cannot guarantee that the Artist will receive any work as ultimately the final casting decision rests with the client and not the Agency. The Artist hereby agrees that no representations have been made to them by the Agency that have given such a guarantee and, for the avoidance of doubt, the Artist agrees that the Agency has not and will not charge the Artist for representation during the term of this agreement.

2. The Artist agrees that the Agency has the right to terminate this agreement and its representation of the Artist with immediate effect should the Artist, or any person accompanying the Artist, fail to behave in a professional and courteous manner at all times on Assignment(s) or should an Artist fail to attend a pre-arranged Assignment(s) without notifying the Agency. The Artist agrees that the Agency has the right to terminate this agreement and its representation of the Artist with immediate effect should an Artist, or any person representing the Artist, fail to behave in a professional and courteous manner towards, and during any communication with, the Agency and Agency staff. In the event of the Artist failing to attend a pre-arranged Assignment(s) without notifying the Agency the Artist agrees that the

Artist may be liable for the costs of that Assignment(s). The Artist has the right to terminate this agreement by giving one (1) month notice at the end of the agreed term and agrees that the notice period will commence from the date that notification is received by the Agency. However, the Artist cannot terminate this agreement, and will remain under contract with the Agency, if undertaking an ongoing Assignment(s) until the completion of that Assignment(s) or any associated Assignment(s) in full and the Artist agrees to complete any Assignment(s) with the Agency that has been started in any form, verbally/ written/email etc, and may not continue this Assignment(s) with a different agent/ agency or by self/parent/guardian or any other form of representation.

3. The Artist agrees that the Agency acts as an employment agency and grants the Agency sole authority to negotiate and collect, on behalf of the Artist, all gross income arising from any Assignment(s) negotiated by the Agency throughout the term and in perpetuity. The Agent will charge a commission plus VAT where applicable on the following amounts, on any and all Engagements, renewals, and / or extensions of any Engagements (including “Sequels”, “Spin-offs” and

further instalments) negotiated and / or secured by The Agent on The Artist's behalf, including where the hirer contacts The Artist directly:

- a. Basic salary or fee (including rehearsals)
- b. Holiday & Bank Holiday pay accrued
- c. Repeat fees
- d. Usage fees
- e. Royalties
- f. Monies accrued for understudy performance payments during any one week
- g. Fees received for understudy obligation payments
- h. Fees received for other exploitation of The Artist's work such as video releases
- i. Fees received for cast album releases
- j. Buyouts
- k. Overtime
- l. Chaperone Fees

4. No commission will be charged on Touring or Travel allowances, Subsistence or Living allowances, Expenses or Per Diems.

5. The Agent will not charge any commission on Voice-over Engagements where the hirer agrees to a standard Agency Fee on top of The Artist's fee. However, where an Agency Fee is denied on top of The Artist's fee, then The Agent will charge 30% commission plus VAT if applicable on any Commercial or Corporate recording.

6. The Agent will not charge a commission on Engagements secured by The Artist through The Artist's own sourcing and negotiation. Unless the Artist wishes negotiation and/or contact review to be undertaken by The Agent. In which instance, full rates apply as listed in section 10.

7. The Agent reserves the right to review commission percentages on a yearly basis should The Agent deem it appropriate.

8. The Artist should note that if he / she does not honour any Engagement and his / her failure to do so causes a loss of revenue to The Agent, The Artist will be required to pay commission on the Fee that he / she would have received for such Engagement, except where The Artist's failure to perform is caused by reason of illness or by "Force Majeure", as laid down in the Equity Standard Contract. In case of illness The Artist will be expected to provide The Agent with a Medical Certificate within seven days.

9. The Artist understands that The Agent will not submit The Artist for any unpaid Engagement, nor will The Agent negotiate on behalf of The Artist any unpaid Engagement which The Artist has secured himself / herself.

10. The standard rates of commission plus VAT where applicable, will be as follows:

- a. 30% due on all work to include Television Commercial, Viral, Ident, Corporate, Music Video & Still Photography
- b. 25% due on all work to include Film, Television & Radio
- c. 20% due on all work to include Stage, Touring, T.I.E, Site Specific & Pantomime

The Artist recognises and agrees that the Client is the employer therefore payment for an Assignment(s) can only be made to the Artist, and chaperone as applicable, on receipt of payment from the client to the Agency. The Artist understands that the Agency will raise a commission invoice if the Artist is paid any fee directly by the Agency's client and that representation may be suspended until the commission invoice is paid in full by the Artist. The Agency cannot be held responsible for payment of monies owed to the Artists by the client if the client goes into liquidation or withholds payments from the Agency for any reason. The Artist acknowledges that they take on any Assignment(s) sourced by the Agency on a self employed basis and that they are solely responsible for declaration and payment of any Tax and National Insurance, if applicable, that may be due and this is not the responsibility of the Agency. Parents or

associates of the Artist who undertake work on behalf of the Agency agree that all commission rates will be deducted by the Agency from the gross fee for the Assignment(s), they are self-employed and are responsible for the declaration and payment of Tax and National Insurance that is due.

11. The Agency agrees to apply for a licence in accordance with the 'Children and Young Persons Act 1963 -The Children (Performances) Regulations 1968' providing that all the required and requested documentation is provided to the Agency by the Artist.

12. The Artist agrees that job details will initially be given orally at the point of booking and subsequently confirmed in writing in paper or electronic form. The Artist agrees it is not the responsibility of the Agency to ensure the safety of the Artist whilst undertaking any Assignment(s). The Artist agrees to comply with all rules and regulations, including those pertaining to Health & Safety, that are in place at the Agency and at any premises or location where any Assignment(s) is undertaken. The Artist agrees that the Agency cannot be held responsible or liable for any injury or accident that may occur to the Artist when travelling to or from or during any Assignment(s) they undertake on behalf of the Agency. The Artist agrees that they are responsible for travel arrangements to and from the location of the Assignment and that the Artist must meet any expenses incurred when undertaking an Assignment. The Artist must telephone the Agency within 48

hours of a job being completed to notify the Agency of the hours worked. The Artist agrees that if the Agency is not notified within 48 hours the Artist may not be paid for the Assignment.

13. The Artist agrees that they are legally entitled to work in the United Kingdom when undertaking an Assignment and understand the Agency will not promote an Artist who has not provided the Agency with relevant documentation. The Artist agrees that the Agency may, in capacity of data controller (The Data Protection Act 1998) share the Artist's personal data with third parties, handle, hold and process data about the Artist in order to process primary and residual payments as necessary and, in compliance with statutory requirements, report information to Her Majesty's Revenue & Customs (HMRC) and relevant child employment legislation authorities.

14. The Artist agrees that it is the responsibility of the Artist to complete and return any forms, measurement sheets and licensing documentation forwarded by the Agency. If the Artist is not licensed as a result of the Agency not having been provided with the correct information or documents the Agency cannot promote or forward the Artist for Assignment(s) in any form. The Artist agrees that it is the responsibility of the Artist to notify Agency of any changes to their personal details to include (but not be limited to) change of postal address, change of email address, telephone numbers, measurement details etc. The Artist agrees to notify the Agency of any significant changes to their appearance including (but

not be limited to) change of hair style/colour, weight loss/gain, addition of a tattoo or piercing and understands that failure to inform the Agency of such changes may result in them being sent home from an Assignment without any payment due. The Artist agrees to update the images provided to the Agency should the Agency deem a significant change in their appearance has taken place. The Artist agrees and accepts that if updated images have been requested but not provided the Agency cannot promote or forward the Artist for Assignment(s).

15. The Artist agrees that they shall not without prior written consent from the Agency make public any information in connection with the business of the Agency or these Terms & Conditions. The Artist agrees that any details regarding Assignment(s) work, paid or un-paid, undertaken by the Artist will not be divulged to the press/radio or any media nor posted on any social networking site or public forum without written consent by the Agency. The Artist agrees that if they are deemed by the Agency to have divulged any details regarding Assignment(s) work, paid or un-paid to the press/radio or any media the Agency

has the right to terminate this Agreement. The Artist agrees that if they are deemed by the Agency to have posted derogatory and/or slanderous remarks on social networking sites and/or public forums the Agency has the right to terminate this Agreement.

The Artist agrees that these Terms and Conditions must not be copied or reproduced.

DECLARATION

The Agent reserves the right to change the company name, and in such instance will notify The Artist of such change, in addition to any change to either the trading name of The Agent, or the registered company number.

The parties agree that this Agreement will commence effect upon registering as a NexGen member.

Please note that if The Agent introduces and / or negotiates and The Artist accepts Engagements from The Agent, then these are the Terms of Business which apply to trading together.

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