



TALENT X MACHINE LIMITED TERMS AND CONDITIONS FOR ARTISTS

Your attention is particularly drawn to the provisions of paragraph 14.

1. ABOUT US

1.1 Talent X Machine Limited (company number 11344606) (**we, us, our**) is a company registered in England and Wales and our registered office and trading address is at Building 6, Hercules Way, Warner Bros Studios, Leavesden, United Kingdom, WD25 7GS. Our VAT number is 294428767. We operate the website found via the domain www.talentmachine.co.uk (**Website**).

1.2 If you (being the individual who enters into a Contract with us or who otherwise accesses our Website) (**you, your**) wish to contact us, please do so by telephone 0333 320 2396 or by e-mail hello@talentmachine.co.uk. If you are required to provide us with any notice or communication in connection with a Contract (as defined below), please see paragraph 13.

2. DEFINITIONS

The following definitions apply in these terms and conditions (as amended in accordance with the provisions contained herein) (**Terms**):

Acceptance Email	has the meaning given in paragraph 3.2.
Account	has the meaning given in paragraph 3.1.
Assignment	an assignment wholly or materially arranged by us for work as a background, walk-on or featured artist, actor, extra or other performer or as a model for an Employer, including in connection with the production of films, television programmes, commercials and other productions, photo shoots and fashion shows.
Commencement Date	has the meaning given in paragraph 3.2.
Commission	commission charged by us in respect of your earnings derived from Assignments, as described in paragraph 8.
Contract	has the meaning given in paragraph 3.2.
Criminal Conviction	a criminal conviction for which a custodial sentence is imposed and which is not classified by the Rehabilitation of Offenders Act 1974 (as amended, replaced or superseded from time to time) as a spent conviction.
Databases	has the meaning given in paragraph 5.2.
Employer	a third party engaged by us by to introduce to them one or more persons for the purposes of fulfilling a particular Assignment.
Relevant Event	has the meaning given in paragraph 15.4.
Extended Term	has the meaning given in paragraph 12.1.
Initial Term	has the meaning given in paragraph 12.1.
Listing Fee	has the meaning given in paragraph 7.1.
Personal Profile	your personal profile on our Website.
Rate of Pay	the rate of pay in respect of a particular Assignment which shall be notified to you and which shall normally be calculated in accordance with prevailing rates



agreed between the relevant Employer and actors' unions from time to time but which may be varied by agreement with you.

Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended, replaced or superseded from time to time).
Relevant Period	the Initial Term or any Extended Term.
Services	the agency services more fully described in these Terms and including the hosting by us of the Website, the publication and distribution of Personal Profiles and the creation and distribution of Databases.
Terms	has the meaning given in this paragraph 2.
we, us, our	has the meaning given in paragraph 1.1.
Website	has the meaning given in paragraph 1.1.
you, your	has the meaning given in paragraph 1.2.
Your Default	has the meaning given in paragraph 5.5.

3. OUR CONTRACT WITH YOU

3.1 These Terms apply in relation to the supply by us to you of Services. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. When applying to set up an account with us via our Website (**Account**) and creating a Personal Profile, by ticking the box on the Website headed 'Accept', you are deemed to have agreed to these Terms. However, before doing so, it is important that you read and understand these Terms. If you have any questions in relation to these Terms, please contact us.

3.2 We will confirm our acceptance of your Account application (if successful) by sending you an email (**Acceptance Email**). A contract for the supply by us to you of the Services (**Contract**) will be formed if and when we send you an Acceptance Email (the date of which is the **Commencement Date**).

3.3 These Terms comprise the entire agreement between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

3.4 We have the right to amend these Terms from time to time by giving you at least 30 days' notice in writing of the same.

3.5 Nothing in these Terms shall be construed as establishing an employment relationship between you and us. Any Assignment which you undertake is on the basis that you will fulfil the requirements of the Assignment in a capacity other than as our employee or worker and will be solely responsible for accounting for all income and settling in full all tax liabilities deriving from Assignments which you undertake.

4. PROVISION OF SERVICES

4.1 In connection with our provision to you of the Services, for the purposes of the Regulations, we act as an agency (as defined in the Regulations). Due to the nature of the Assignments, we are entitled to charge you certain fees in connection with our provision to you of Services (as more fully described herein) in accordance with Schedule 3 of the Regulations.

4.2 During the term of a Contract, we will use our reasonable endeavours to find appropriate Assignments for you. However, we shall at all times exercise our sole and absolute discretion when determining whether or not to put you forward for a particular Assignment and we provide no guarantee



to you that we will secure a particular volume of Assignments for you (or indeed any Assignments for you).

4.3 In supplying the Services to you, we will comply with all relevant legal requirements, including disability discrimination legislation.

4.4 You agree that we are authorised to act on your behalf and to negotiate contracts with Employers on your behalf, but only after you have confirmed to us your interest in or acceptance of a particular offer of an Assignment. However, unless you specifically authorise us to do the same (and we accept such authorisation from you), we shall not enter into contracts with Employers on your behalf and you shall be required to do this in your personal capacity. In addition, you authorise us to negotiate and agree upon the Rate of Pay with Employers on your behalf and to receive and remit to you amounts due to you from Employers in connection with Assignments which you undertake (see paragraph 8 for further details).

4.5 Any queries you may have in connection with a particular Assignment should be communicated to us at the earliest opportunity (and in any case before you accept a particular offer of an Assignment) and we will provide such assistance as may reasonably be required to help deal with such queries.

5. YOUR OBLIGATIONS

5.1 In entering into a Contract, you warrant and represent to us at the Commencement Date and on a continuing basis for the duration of the Contract that:

- (a) you are aged 18 years or over;
- (b) you are legally entitled to work in the United Kingdom and have satisfied all requirements and obtained all necessary authorisations and permits in connection therewith;
- (c) you will co-operate with us in all matters relating to the Services;
- (d) you will comply with the requirements of these Terms and are not and will not be prevented or restricted in any way by virtue of any other agreement, arrangement or restriction from fulfilling your obligations under these Terms; and
- (e) you will comply with all relevant statutes, laws, regulations and codes of practice from time to time in force that apply to you.

5.2 All information and materials (including photographs) which you supply to us in connection with our provision to you of the Services, including via your Personal Profile, will be incorporated and published on our Website and our databases (**Databases**) and will, where relevant, be made available to Employers offering Assignments. You must ensure that all such information and materials are at all times complete, accurate and not misleading and provide us with any necessary updates and/or make any necessary updates to your Personal Profile via the Website as and when necessary. All such information and materials must be free from unlawful, offensive, obscene or defamatory material and must not infringe any third party rights.

5.3 You must advise us as soon as you become subject to any Criminal Conviction.

5.4 During the registration process and creation of your Account and Personal Profile via the Website, you will be required to provide us with evidence of your date of birth and entitlement to work in the United Kingdom (in the form of scanned copies of original documents). You agree to provide or make available to us on request the originals of such documents for verification purposes.

5.5 If our ability to perform the Services is prevented or delayed by any material failure by you to fulfil any obligation listed in paragraph 5.1 (**Your Default**):



(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under paragraph 12;

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

(c) it will be your responsibility to reimburse us on written demand for any costs, expenses, losses or liabilities we sustain, suffer or incur arising directly or indirectly from Your Default.

5.6 You will not disclose your Account password to any person or facilitate their access to your Account. You will immediately notify us if you become aware of any unauthorised access to your Account, use of your Account password or changing of your Personal Profile.

6. OFFERS OF ASSIGNMENTS AND ACCEPTANCE OF OFFERS

6.1 If we identify an Assignment which we believe may be suitable for you, we will notify you (to the extent possible) of the identity of the Employer, the nature of the Assignment, the date the Assignment is due to commence, the likely duration of the Assignment, the location of the Assignment and the hours during which you are required to work, the Rate of Pay and any experience, training, qualifications and/or authorisations you are required to have by law, by a professional body or by the Employer.

6.2 You are under no obligation to accept an Assignment offered to you by us. However, if you do accept any such Assignment, you will:

6.2.1 punctually attend the Assignment;

6.2.2 discharge your obligations in connection with the Assignment to the best of your skill and ability;

6.2.3 co-operate with the Employer's reasonable instructions and accept the direction, supervision and control of the Employer's responsible persons;

6.2.4 observe the Employer's policies and procedures of which you have been notified or of which you should reasonably be aware;

6.2.5 co-operate with us in completing, obtaining and/or renewing any mandatory checks and/or certifications (including an up-to-date Disclosure and Barring Service certificate, if required) and provide us with copies of any relevant qualifications and/or authorisations;

6.2.6 take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions during the Assignment;

6.2.7 not engage in any conduct which is or may be detrimental to our interests or the interests of the Employer;

6.2.8 complete in a timely fashion any time sheets and/or chits that either we or the relevant Employer shall require;

6.2.9 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force that apply to you, the Employer and/or the Assignment; and

6.2.10 at the time of providing your acceptance, be deemed to have warranted and represented to us that no other agency shall have been in any way involved in the process of facilitating the offer of the Assignment to you.

6.3 You will notify us as soon as possible if you are unable to turn up to an Assignment for any reason or if you become aware of any reason why you may not be suitable for an Assignment which you have either commenced or are about to commence.



6.4 You specifically acknowledge that the continuation and termination of an Assignment is subject to the terms of the contract entered into with the Employer in connection with the Assignment.

7. FEES

7.1 During the term of a Contract, we shall be entitled, in the circumstances described in this paragraph 7, to charge you a listing fee (**Listing Fee**) in connection with our provision of the Services.

7.2 The current Listing Fee is £35.00 plus VAT. The amount of the Listing Fee is subject to change and you will be charged at the then current rate at the time the Listing Fee is charged (updated details of which will be referred to in these Terms and published on our Website).

7.3 If, during a Relevant Period, you complete two or more Assignments, you will be liable to pay us a Listing Fee. We will deduct the Listing Fee from any payment we make to you under paragraph 8.2 in respect of the second Assignment which you complete during such Relevant Period.

7.4 To the extent that any fees in addition to the Listing Fee are due and payable by you to us, we will notify you in advance.

8. PAYMENTS TO YOU AND OUR COMMISSION

8.1 We will use reasonable endeavours to collect any payments due from Employers in connection with Assignments which you complete but will not be required to issue proceedings or take other legal action in connection therewith. We do not guarantee and are not responsible for payment of any such amounts and have no liability to pay you any sum in connection with a particular Assignment unless and until we receive the relevant payment first from the relevant Employer.

8.2 Once payment for a particular Assignment is received by us in cleared funds from the relevant Employer, we shall within 10 working days thereof deduct our Commission (currently 15% plus VAT) from such sum and remit the net sum to you by BACS transfer to such account in the United Kingdom as you nominated when you set up your Account (or which you subsequently notify to us).

8.3 If payment of a sum due to you cannot be made to you within the timeframe mentioned in paragraph 8.2 because you have not provided us with valid account details, we reserve the right to charge you an administration fee (currently £5 plus VAT). If such payment still cannot be made to you two months following the expiration of the timeframe mentioned in paragraph 8.2, we reserve the right to charge you an additional administration fee (currently £15 plus VAT). If such payment still cannot be made to you twelve months following the expiration of the timeframe mentioned in paragraph 8.2, we reserve the right to retain the balance of such sum otherwise due to you.

8.4 We shall have no liability to you in circumstances where you provide us with incorrect account details and you acknowledge that you are solely responsible for the accuracy of such details.

8.5 In circumstances where you receive payment of a sum in connection with an Assignment directly from the Employer (or other third party) rather than through us, you must notify us within two days of your receipt of the same and pay to us (to such account as we shall notify to you) our Commission, calculated in accordance with these Terms, within 7 days of our confirmation to you of the amount of such Commission due.

8.6 Any overpayment of sums by us to you must be repaid to us (to such account as we shall notify to you) within 7 working days of your receipt of the same.

8.7 Our rate of Commission is subject to change and you will be charged at the then current rate at the time the Commission is charged (updated details of which will be referred to in these Terms and published on our Website).



9. INTELLECTUAL PROPERTY

9.1 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use any of the information and materials which you provide to us from time to time pursuant to a Contract and we are entitled to make such alterations to such information and materials as shall be reasonably required in order for us to provide you with the Services and for our own business purposes.

9.2 You acknowledge that all intellectual property rights deriving from the services you carry out for the relevant Employer during an Assignment shall belong to that Employer.

9.3 The copyright in any photographs taken by us of you during the term of a Contract shall be owned exclusively by us and may not be copied or reproduced by you or any other person without our written permission.

10. CONFIDENTIALITY

In order to preserve our and Employers' confidential information and trade secrets, you shall not at any time whether during or after an Assignment (unless (i) you are expressly authorised by us or by the relevant Employer to do so, (ii) you are required to do so in connection with a particular Assignment or in accordance with the requirements of any law, regulatory authority or court of competent jurisdiction or (iii) you do so in the course of obtaining professional advice in connection with a Contract or an Assignment) disclose to any person, make use of or take copies of any such confidential information or trade secrets.

11. HOW WE WILL USE YOUR PERSONAL INFORMATION

Details of how we will use your personal information are set out in our privacy statement.

12. DURATION AND TERMINATION OF CONTRACT

12.1 A Contract shall commence on the Commencement Date and shall continue, unless terminated as provided herein, for a period of 12 months (**Initial Term**), when it shall terminate automatically without notice unless, no later than five days before the end of the Initial Term (or any Extended Term agreed under this paragraph), you confirm (in such manner as we may require) that the term of the Contract shall be extended for 12 months (**Extended Term**). Unless it is further extended under this paragraph or terminated earlier as provided herein, the Contract shall terminate automatically without notice at the end of an Extended Term. We will provide you with advance notification of the lapsing of the Initial Term and any Extended Term(s) at such intervals as we may determine.

12.2 Both you and we may terminate a Contract at any time upon giving the other notice of the same. If we terminate a Contract and the provisions of paragraph 12.3 do not apply, the Contract will terminate immediately following the expiry of the Relevant Period in which we provided you with notice. If you terminate a Contract, the Contract will terminate immediately following the provision by you of notice of the same to us.

12.3 We may terminate a Contract immediately at any time if you commit a material breach of these Terms and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified by us to do so.

12.4 Termination of a Contract will not affect your or our rights and remedies that have accrued as at the date of termination.

12.5 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.



13. NOTICES AND OTHER COMMUNICATIONS BETWEEN YOU AND US

13.1 Any notice or other communication given by you or us to the other under or in connection with a Contract shall be in writing, shall be sent to the relevant postal or email address specified in paragraph 13.2 (or such other postal or email address as may be notified to the other in accordance with paragraph 13.3) and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or by email.

13.2 The postal and email addresses for service of notices and other communications are:

Us

Post: Talent X Machine Ltd, Building 6, Hercules Way, Warner Bros Studios, Leavesden Park, WD25 7GS.

Email: hello@talentmachine.co.uk

You

Post: as specified during the registration process when you created your Account and Personal Profile.

Email: as specified during the registration process when you created your Account and Personal Profile.

13.3 You and we may change postal or email address details by giving notice to the other, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date falling five working days after deemed receipt of the notice.

All postal addresses must be located in the United Kingdom.

13.4 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

13.5 In proving service, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13.6 The provisions of this paragraph 13 will not apply to the service of any proceedings or other documents in any legal action.

14. LIMITATION OF LIABILITY

14.1 Nothing in a Contract or these Terms limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

14.2 Subject to paragraph 14.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with a Contract,



for indirect or consequential losses which you may incur or suffer (including loss of profits, loss of business, loss of agreements or contract or loss of opportunity).

14.3 Subject to paragraph 14.1, we will have no liability for any injury or loss you may suffer during an Assignment.

14.4 Subject to paragraph 14.1, our total liability to you arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £200 or 100% of the total Listing Fees paid under the Contract (whichever is lower)

15. OTHER TERMS

15.1 Listing Fees, Commission payments and other amounts payable to us by you pursuant to a Contract are not refundable.

15.2 We may at any time set off any of your liabilities to us against any of our liabilities to you, whether such liabilities are present or future, liquidated or unliquidated, and whether or not they arise under a Contract. Any exercise by us of our rights under this paragraph 15.2 shall not limit or affect any other rights or remedies available to us under these Terms or otherwise.

15.3 All amounts due under these Terms from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or event beyond our reasonable control (**Relevant Event**). If a Relevant Event takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Relevant Event.

15.5 We may assign or transfer our rights and obligations under a Contract to another entity but will notify you in advance if this happens. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree to the same in writing.

15.6 Subject to paragraph 3.4, any variation of a Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.7 If we do not insist that you perform any of your obligations under a Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

15.8 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.9 A Contract is between you and us. No other person has any rights to enforce any of its terms.

15.10 A Contract and these Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with a Contract and these Terms to the exclusive jurisdiction of the English courts.