



Talent Agreement

1. Definitions

- 1.1 'Agent' means Rebel Nineteen Limited.
- 1.2 'Agreement' means the contract between Rebel Nineteen Limited and the Talent
- 1.3 'Assignment' means the services the talent undertakes for the client within the remit of this contract
- 1.4 'Client' means any third party organising with the Agent an Assignment with the view to procuring the services of the Talent
- 1.5 'Offer of Representation' This is the offer made to the Talent subject to the below Agreement
- 1.6 'Out of Agency' means work found by the Talent via routes other than through any Agent
- 1.7 'Talent' means the person who is seeking an Assignment (or parental guardian if the talent is under 18 years old) and accepts the Agent's Offer of Representation
- 1.8 'Term' means the length of time the agreement remains valid.

2. General Terms

- 2.1 This Agreement is for Representation and shall supersede any other documentation or communication between parties.
- 2.2 Nothing in this agreement shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent or Talent may be entitled, by virtue of any statute, law or regulation.
- 2.3 The Agent is acting in the capacity of an employment agency.
- 2.4 The Offer of Representation remains valid for 7 days
- 2.5 This Agreement must be accepted by the Talent in its entirety.
- 2.6 The Talent hereby acknowledges that nothing in these Terms and Conditions, nor any conduct of the parties, shall create or be deemed to create or imply the relationship of employer and employee between the Agent and the Talent.
- 2.7 Nothing in this agreement is intended to confer any rights on a third party.
- 2.8 The Agent offers Divisions for Babies Age 0-2, Toddlers Age 2-4, Stills Talent Age 5-15, Acting Talent Age 5-15 and Young Adults Age 15-25.
- 2.9 To join the Acting Talent and Young Adults Divisions, there is a requirement to be signed up to Spotlight which the Agent will assist in setting up.

3. Appointment as Agent

3.1 The Agent shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973.

3.2 The Agent will act as the Talent's agent and provide Representation to negotiate and conclude agreements with Clients in respect of Assignments.

3.3 The Talent does appoint the Agent as a sole and exclusive agent and is not permitted to contract, negotiate or register with any other agents.

3.4 The Talent is allowed to find their own work 'Out of Agency' as long as this is not through any other agent. The Agent will not be entitled to payments from this work unless the services of the agent are requested by the Talent or Client.

3.5 The Talent grants the Agent sole authority on behalf of the Talent to collect and receive all gross income arising out of any Assignment undertaken by the Talent during the Term and also after the expiry of the Term to the extent that such gross income arises out of any Assignments negotiated by the Agent during the Term.

4. Payment of Fees

4.1 Further to Condition 3.5 above, the Agent will collect from the Client all gross income in respect of an Assignment and pay the talent as per Condition 4.3 below. Payments from the Client can take between 30 – 90 days to be received.

4.2 The Agent will deduct any promotional expenses from the gross income received if appropriate and the Talent will receive the remainder as the Fees. The Agent also charges an annual £50 administration fee, which applies annually from the date the Agreement is signed. The administration fee is to cover the costs of setting up and managing profiles including Model Cards as needed to best represent the Talent in a full range of submissions and assignments. The fee is paid directly to the Agent and will be taken from the first payment over £100 and identified on a remittance. We take 19% commission on all fees payable to the Talent from Assignments with the exception of Theatre work at 12.5%. If a Client pays an additional agency fee (normally 20%), then the fee is 32.5%. As such the payment due to the Talent will always be 81%. We do not take commission from chaperone fees and travel expenses. Expenses are payable if agreed with the client at the time of booking. There are no refunds or rebates payable at any time from either party.

4.3 The Agent will then, pursuant to the Regulations, send the Talent payment of the Fees within ten days beginning with the day the gross income was received by the Agent (or if received by way of a cheque made payable to the Agent, the day on which such cheque clears). If the Talent has requested the agent in writing to hold money received from the Client on the Talent's behalf, the Agent must pay it into a special client account operated in accordance with rules set out in the Regulations.

4.4 Any Fees held by the Agent are held as trustee for the Talent and the Agent shall honour all of the Talent's rights in respect of those Fees as set out in the Regulations.

4.5 Where an Assignment is canceled by the Client prior to its commencement the Talent will be informed and the Agent will continue to search for other suitable work. No Money will be paid for any canceled assignments. If for any reason the client cancels within 24hrs of assignment commencement, the Agent will negotiate a cancellation fee and if successful will inform the Talent in writing of the outcome and amount payable.

4.6 The Talent hereby acknowledges that there is no payment to be made to the Agent in respect of the work-finding services given to the Talent by the Agent throughout the Term of the agreement

5. Talent Obligations

5.1 The Talent shall, at all times, act in a professional and courteous manner and shall attend all Assignments on time. Talents are expected to attend all Castings/Shoots secured for them unless exceptional circumstances or prior notice to the Agent.

5.2 The Talent shall carry out every Assignment to the best standard of ability and skill.

5.3 The Talent shall comply with all rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where an Assignment is being conducted and follow the provided risk assessment.

5.4 The Talent shall keep the Agent informed of any significant changes in appearance to include, but not limited to, any change of hair style or colour, weight loss or gain or the addition of any tattoo or any other visible feature such as a piercing. The Agent reserves the right to review the Agreement Term when significant change is reported or unreported.

5.5 The Talent shall not without the consent in writing of a duly authorized representative of the Agent expose, reveal or make public any information in connection with the business of the Agent and Client. The Agreement is strictly of a confidential nature.

5.6 The Talent shall take all reasonable steps to be available to work regularly on Assignments but acknowledges that the Agent cannot guarantee that such Assignments can be secured and has made no representations to this effect.

5.7 The Talent consents for the Agent to use any relevant photographs, images or other information relating to the Talent to secure Assignments and promote the Talent in line with the Data protection policy.

5.8 The Talent will ensure that all photographs are of a high standard on the Talent's portfolio and are a current reflection of how they look. Photographs need not be professional however if the standards are not met we offer a selection of recommended photographers to use. Height measurements are to be updated regularly and all unavailable dates are to be booked out.

6. Agent Obligations

6.1 The Agent shall use all reasonable endeavors to secure suitable Assignments for the Talent.

6.2 The Agent shall provide the representation with skill, care and in accordance with the recognised codes of practice and statutory obligations and shall take all reasonable steps to ensure Clients and other workers involved in Assignments are professional and courteous but cannot be held responsible for the conduct of any third parties.

6.3 The Agent's authority to act on the Talent's behalf extends only to the Agent's attempts to procure Assignments for the Talent and to represent the Talent in order to achieve the same, but the Agent has no authority to enter into Assignments with Clients on the Talent's behalf without the Talent first having confirmed to the Agent his/her agreement to so enter (in which case the Talent has granted the Agent authority to enter into a contract with the Client on his/her behalf), and the Agent has no authority to enter into any other contracts with Clients or third parties on behalf of the Talent.

7. Termination

7.1 The Agreement shall continue until the agency services have been provided in terms of the offered category of representation as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

7.2 The Agent shall be entitled to terminate the Agreement for any reason at any point during the Term by giving 14 days notice in writing.

7.3 The Talent shall be entitled to terminate the Agreement for any reason at any point during the Term by giving 5 working days notice in writing save for the condition that the Talent shall be required to complete any Assignment agreed prior to notification of termination.

8. Limitation of Liability

Nothing in this Agreement shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Talent or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Talent's claim is first notified.

9. Indemnity

The Talent undertakes to indemnify and keep fully indemnified the Agent at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Agent), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Talent of any of the Talent's obligations, undertakings or warranties as set out within this Agreement.

10. Force Majure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11. Severance

If any term or provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

12. Waiver

The failure by either party to enforce at any time or for any period any one or more of this Agreement herein shall not be a waiver of them or of the right at any time subsequently to enforce all agreed Terms and conditions herein.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

14. Data Protection

By signing your agreement to these Terms and Conditions you give legal consent for your data provided to be duly processed by Rebel Nineteen Limited whilst performing tasks within the agreement of contract and subject to Rebel Nineteen Limited Privacy Policy. This data will be shared with third parties within the execution of contract consented to by the parties. This further includes sensitive and non-sensitive data held in respect of the Talent and their Parent/ Legal Guardian as appropriate. It is noted that there will be some transference of data outside the EEA where appropriate or necessary. This agreement falls within the remit of the General Data Protection Regulations (GDPR).

Offer of Representation

NAME OF AGENT: Rebel Nineteen Limited

REGISTERED COMPANY ADDRESS OF AGENT: Rebel Nineteen Limited, 7 Bell Yard, London, WC2A 2JR

DIVISION: Babies / Toddlers / Acting / Stills / Young Adults

NAME AND DOB OF TALENT:

NAME OF PARENT/LEGAL GUARDIAN (for Talent under 18):

ADDRESS OF TALENT:

SERVICES SUPPLIED: Representation for Modelling, Acting, Stage, Voice Over and Commercial Work

SERVICES COMMENCE:

AGREEMENT TERM: This agreement will remain valid until the talent's Birthday as per the above Division arrangement

Signature:

Name:

Date:

For an on behalf of
Rebel Nineteen Limited

Signature:

Name:

Date:

For and on behalf of Talent

rebelnineteen

Rebel Nineteen Limited, 7 Bell Yard, London, WC2A 2JR
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