



CREATIVE TALENT

**AGENCY AGREEMENT WITH GEM CREATIVE  
TALENT LIMITED**

**DEAL TERMS**

These Deal Terms together with the Standard Conditions and all Schedules attached hereto confirm the terms upon which Gem Creative Talent Limited (the "Agency") has agreed to provide their services as agent to the Artist. In the event of any conflict between the Deal Terms and the Standard Conditions, the Deal Terms shall take precedence.

PERSONAL DETAILS	
<b>Artist</b>	<b>Surname:</b> <b>First name(s):</b>
<b>Address:</b>	
<b>Email:</b>	
<b>Bank Details:</b>	
TERM	
<b>Term</b>	<p><b>Start Date:</b> [    ]</p> <p>The Term shall commence upon the above Start Date and continue unless and until this Agreement terminated in accordance with the provisions of this Agreement.</p> <p>In addition to the termination provisions of clause 9 of the Standard Conditions, either the Agency or the Artist may terminate this Agreement at any time on giving one month's written notice.</p>
<b>Agency Representation:</b>	<p>The Agency agrees to represent the Artist and the Artist accepts the Agency as its agent to represent the Artist on a non-exclusive basis as a dancer/artiste/performer principally in television and radio broadcasting, film/video but also in the context of (i) in theatre, concerts and other live performances and appearances, (ii) in new media and all derivative and related fields of activity such as commercial tie-up rights and advertising, and (iii) corporate publicity, throughout the world on a non-exclusive basis.</p> <p>The Agency will seek to arrange auditions/interviews/roles for the Artist with prospective third parties. In respect of all third parties introduced to the Artist by the Agency, the Artist agrees and undertakes not to approach such third parties directly in respect of future services. Further the Artist agrees that should the Artist ever be approached directly for potential engagements from a third party that has previously been introduced to the Artist by the Agency, the Artist will immediately refer the party in question to the Agency to negotiate appropriate fees and terms.</p> <p>For the avoidance of doubt, all engagements shall be subject to the prior approval of the Artist and the Artist shall not be obliged to accept any engagements.</p> <p>The Agency shall endeavour to procure engagements for the Artist, however Artist understands that Agency cannot guarantee any bookings or engagements for the Artist.</p>

<b>Commission:</b>	<p>In consideration for provision of the services to be provided by the Agency, the Agency shall be entitled to be paid a commission equivalent to 20% of Gross Receipts.</p> <p><b>"Gross Receipts"</b> shall mean all sums payable or derived from contracts of engagement which were either procured or substantially negotiated by the Agency for the Artist pursuant to this Agreement, and including any extensions, renewals of such arrangements (whether such arrangements occur during or after expiry or termination of the Term of this Agreement, including without limitation subsequent series), and further (without limitation and for the avoidance of doubt) including up front fees and any ongoing royalties, residual payments, option fees, shares of so called net receipts or future bonus payments relating to such engagements.</p>
<b>Contract and Payment Arrangements:</b>	<p>In respect of all engagements, the Artist shall enter into a contract directly with the third party (Production Company or otherwise and referred to as the <b>"Production Company"</b>) and comply with the term of such contract. The contract should contain provision for all fees due to the Artist to be payable to the Agency and the Artist hereby authorises the Agency to collect such fees on the Artist's behalf. The Artist agrees not to collect fees directly.</p> <p>Within 28 days of receipt of fees from the Production Company, the Agency will deduct commission (plus VAT) then pay the balance of the payment directly into the Artist's bank account listed above, and confirm the remittance on email.</p> <p>For the avoidance of doubt, the Agency will only be liable to pay fees due to the Artist after having actually received payment from the Production Company. If a Production Company is in arrears the Agency will pursue the unpaid debt on the Artist's behalf (and the Artist hereby the Agency to issue proceedings against a Production Company for unpaid fees on their behalf).</p> <p>If the Artist receives any fees directly from the Production Company, the Artist shall promptly inform the Agency and the Agency shall invoice the Artist directly for Commission due and payable. This will be a VAT invoice, where appropriate.</p>
<b>Materials to be provided by the Artist</b>	<p>Upon signature of this Agreement the Artist agrees to provide the following materials to the Agency: Stills, Showreel, CV, Characteristics Data (as in, eye colour, height, etc) plus other information as reasonably required by the Agency.</p>
<b>Booking Arrangements:</b>	<p>When provisionally booked for an engagement, artistes are expected to keep themselves available for all the dates provided until they have been either confirmed or released by the agency. It is Artist's responsibility to check any unconfirmed bookings with the agency. Artist must advise the Agency of any changes in circumstances which affect Artist's availability, work status and/or appearance and ensure Artist's photos are kept current.</p>
<b>Criminal Record (DBS) check</b>	<p>Artist represents that they do not have any unspent criminal convictions other than driving convictions, they are not on the sex offenders register and have never been subject to any disciplinary action or sanction relating to vulnerable groups.</p> <p>The Artist acknowledges that some Production Companies may require evidence of a clear criminal record or up to date "DBS" check as a condition of the engagement and agrees to meet the costs of any obtaining the DBS check.</p>
<b>Policies</b>	<p>It is a condition of this Agreement that the Artist is familiar and complies with:</p> <ul style="list-style-type: none"> <li>-The Expected Standards of Behaviour policy attached at Schedule 2</li> <li>-The Confidentiality Agreement attached at Schedule 3</li> <li>-All Health and Safety policies and requirements that may be issued to the Artist by a Production Company</li> <li>-All Child Protection/Working with Children guidelines and policies that may be issued to the Artist by a Production Company</li> </ul>

<p><b>Personal Data</b></p>	<p>The Artist is responsible for the accuracy of all data provided to the Agency and for keeping this up to date. In the event any of the Artist's details are materially inaccurate the Agency reserves the right to terminate this Agreement and remove the Artist from the membership book. In particular, the Artist must ensure that all physical descriptions and measurements are accurate and are kept up to date and the Artist's photographs accurately represent how the Artist looks.</p> <p>Further, Artist must ensure that their bank account details are correct and kept up to date. The Agency shall not be responsible for retrieving any payment in the event that the Artist's bank account details have changed and the Artist has not informed the Agency in writing.</p> <p>The parties agree to comply with all Data Protection legislation (including the Data Protection Act 2018, as amended ("DPA") and unless and until no longer applicable in the UK, the General Data Protection Regulation (EU) 2016/679 ("GDPR")), including (without limitation) having appropriate technical and organisational measures to ensure the security of personal data. A Privacy Notice detailing how the Artist's personal data will be processed pursuant to this Agreement is attached at Schedule 4.</p> <p>Artist further agrees and undertakes to comply with the Agency's policies and procedures in respect of data protection and any other relevant policies which may be introduced from time to time. Any potential data breach must be notified to the Agency as a matter of urgency.</p>
<p><b>Status</b></p>	<p>This Agreement shall not be deemed to create any partnership or joint venture relationship between the parties, and in no circumstances shall the Artist be deemed an employee or contractor of the Agency.</p>

This agreement is comprised of the deal terms set out above (the "**Deal Terms**") and the appended standard terms of engagement and all documents and schedules referred to therein (the "**Standard Conditions**" and, together with the Deal Terms, the "**Agreement**"). By signing below the Artist is (i) confirming the information set out above is true and accurate and (ii) agreeing to be bound by the terms of the Agreement.

Acknowledged and agreed:

Artist:

Acknowledged and agreed:

for and on behalf of GEM Creative Talent Limited

**SCHEDULE 1**  
**STANDARD CONDITIONS**

**1 DEFINITIONS AND INTERPRETATION**

1.1 Words denoting the singular shall include the plural and vice versa; words denoting one gender shall include both genders; words denoting persons shall include corporations.

1.2 References in this Agreement to any clause shall be deemed to be a reference to a clause in this Agreement, references to any schedule shall be deemed to be a reference to a schedule to this Agreement and references to any paragraph shall be deemed to be a reference to a paragraph in the applicable schedule to this Agreement, unless the context otherwise requires.

1.3 The clause headings in this Agreement are for convenience and reference purposes only and shall not limit, govern or otherwise affect the interpretation of this Agreement in any way.

**2 TERM**

2.1 The Term of this Agreement commences on the Start Date and shall continue until termination in accordance with the Deal Terms or otherwise terminated in accordance with clause 9 below.

**3 RIGHT TO WORK**

3.1 The Artist hereby warrants and undertakes that they are currently entitled to work in the United Kingdom and hereby agree, in accordance with section 8 of the Asylum and Immigration Act 1996, to provide the Agency with current and valid confirmation of such entitlement in the form of (i) a UK passport, (ii) an EU, EEA or Swiss passport or National Identity Card with a valid visa/confirmation of residency, (iii) a valid UK work visa or (iv) any other documentation demonstrating their right to work in the UK as the Agency shall request in its sole discretion.

**4 REMUNERATION AND TAX STATUS**

4.1 The Agency shall collect fees and sums due payable to the Artist on the Artist's behalf and remit payment to the Artist in accordance with the Deal Terms.

4.2 The Artist shall not be entitled to charge any other expenses or costs to the Agency unless pre-agreed in writing with the Agency.

4.3 The Agency reserves the right to set off or make deductions from the Artist's fees in respect of outstanding Commission payments (for example, in the event that a Production Company pays an Artist directly) , over-payment of fees or any other sum of money payable by or recoverable from Artist and due to the Agency.

4.4 All sums payable to Artist pursuant to this Agreement shall be paid to the bank account designated by the Artist in the Deal Terms or as otherwise advised in writing. Payment by the Agency into such account shall constitute a valid and binding receipt thereof.

4.5 Artist will be solely responsible for all income tax and National Insurance contributions due in respect of sums payable under this Agreement and will indemnify the Agency against any loss, costs, penalties, damages or proceedings arising out of or in connection with any non-payment by the Artist of any income tax and/or national insurance contributions. Further, the Artist has agreed that they are fully responsible for and have agreed to indemnify the Agency on a £1 for £1 basis against any liability all costs, claims, damages or expenses incurred by the Agency, or for which the Agency may become liable, with respect to any liability for:

4.5.1 any tax arising from the performance of the Artist's services contracted hereunder (save to the extent that such recovery is prohibited by law); and

4.5.2 any employment related claim or any claim based on employee status brought by the Artist against the Agency in connection with the provision of Artist's services.

## **5 LIABILITY**

5.1 the Agency shall not be liable in respect of any loss or damage suffered by Artist howsoever arising during the course of Artist rendering services hereunder, other than in respect of (i) personal injury or death caused by the Agency's negligence or (ii) the Agency's fraud or fraudulent misrepresentation. This includes loss or damage to Artist's property in transit or while at places where Artist renders services and any loss or damage arising out of or caused by use of Artist's own vehicle.

5.2 All personal belongings and effects brought by Artist to any location, set or studio anywhere in the world and all equipment supplied by Artist shall be adequately covered by Artist's own insurance policy(s).

## **6 WARRANTIES**

Artist agrees, warrants and undertakes as follows:

6.1 Artist is free to enter into this Agreement and has not entered into and will not enter into any arrangement which may conflict with it;

6.2 Artist will render services in a professional, competent and conscientious manner to the best of their skill and ability;

6.3 Artist will not pledge the Agency's credit or order goods or incur any liabilities on the Agency's behalf without the Agency's specific instruction;

6.4 Artist will promptly and faithfully comply with all rules and regulations for the time being in force at such places as they may be required to render services hereunder;

6.5 Artist shall indemnify the Agency and keep the Agency indemnified from and against any costs, charges, damages, liabilities or other expenses suffered as a result of their negligence or default;

6.6 Artist has notified the Agency of all information in respect of any injury, ailment, incapacity, disability, condition, indisposition or the like from which Artist is presently suffering or have suffered from in the past and/or which might adversely affect Artist's ability or suitability to render the services required hereunder.

6.7 Artist shall not use or be under the influence of alcohol, drugs or other intoxicating or harmful substances while rendering services under this Agreement and Artist will not do anything which could invalidate any of Production Company's insurance policies taken out in connection with the Production.

## **7 NAME AND LIKENESS**

Artist grants to the Agency the right at all times hereafter to use and authorise others to use their name, photographs, physical likeness, biography and recordings featuring Artist in connection with the performance by the Agency of its services hereunder, and for the purposes of advertising, publicity, exhibition and worldwide commercial exploitation of the Agency and services provided by the Agency in any and all media now known or hereafter devised throughout the world in perpetuity.

## **8 RIGHT TO ASSIGN**

8.1 The Agency shall be entitled to assign, transfer, license and charge this Agreement either in whole or in part to any third party and in the event of any such assignment (i) Artist undertakes that they shall continue to fulfil Artist's obligations hereunder and

(ii) the Agency shall remain secondarily liable for its obligations hereunder to the extent these are not performed or discharged by any such assignee or licensee.

8.2 Artist shall not assign, transfer, charge or deal in any other manner with this Agreement or any right under it or sub contract any or all of their obligations under it.

## **9 TERMINATION AND SUSPENSION**

9.1 If at any time (i) Artist fails or refuses or are unable to perform their services, (ii) in the Agency's reasonable opinion Artist has failed to carry out their duties in a professional manner, (iii) Artist breaches any term or condition of this Agreement or (iv) in the Agency's reasonable opinion any act or omission by Artist may prejudice the successful production and/or

exploitation of any Production then the Agency may by written notice either suspend or terminate this Agreement with immediate effect but without prejudice to any other claim or rights the Agency may have against Artist.

9.2 The Agency may terminate this Agreement in writing without further obligation to Artist if any work permits, visas or proof of right to work required in connection with Artist's services are not obtained in a timely fashion or are revoked or found to be invalid.

9.3 Either party may terminate this Agreement at any time by providing the other with written notice as more specifically set out in the Deal Terms.

9.4 In the event of termination of this Agreement for any reason:

9.4.1 The Agency will immediately cancel all bookings which were due after termination and remove the Artist from their membership book.

9.4.2 The Agency will continue to pay any fees paid by Production Companies (after deducting Commission) in relation to the Artist's services which is received after termination including (i) for bookings attended prior to termination; (ii) for ongoing royalties, residuals or other sums payable pursuant to engagements arranged or negotiated by the Agency prior to termination; and (iii) in respect of renewals of engagements initially arranged or negotiated by the Agency prior to termination.

9.5 Expiry or termination of this Agreement will not prejudice any rights or remedies which have arisen under this Agreement prior to that date.

## **10 EXCLUSION OF THIRD PARTY RIGHTS**

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or shall be construed as conferring any right on any third party.

## **11 NO WAIVER**

No waiver by either party or any failure by either of them to keep or perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.

## **12 PARTIAL UNENFORCEABILITY**

If any clause or any part of this Agreement or the application thereof shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, the terms of which shall remain in full force and effect.

## **13 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and replaces and supersedes all previous agreement(s) relating thereto. All representations made relating to the subject matter hereof shall only be varied in writing signed by both parties.

## **14 RIGHT TO AMEND**

The Agency reserves the right to amend the terms of this Agreement from time to time upon giving written notice to the Artist.

## **15 GOVERNING LAW**

This Agreement (including any non-contractual obligations or liabilities arising out of or in connection with it) shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## SCHEDULE 2

### REQUIRED STANDARDS OF BEHAVIOUR

The Artist agrees and acknowledges that the following requirements and standards are a condition of this Agreement. In the event that there are repeated or serious breaches of these requirements, the Agency reserves the right to terminate this Agreement upon giving notice to the Artist and remove the Artist from the Agency's books.

- The Agency expects all Artists to conduct themselves in an appropriate professional and polite manner at all times, and this includes being punctual for all bookings.
- The Artist must also comply with any procedures, rules and regulations put forward by the Production Company, and follow all reasonable instructions given to them.
- If the Artist's behaviour on a booking is considered by the Agency, or the Production Company or its representatives to be unacceptable or inappropriate, the Artist may be asked to leave the set. In this event the Artist may not be paid for the booking. This is inclusive of Artist's behaviour towards any member of GEM Creative Talent, fellow artistes and/ or any production staff on the engagement.
- Lateness and/or failure to attend a confirmed booking, fitting, rehearsal or any other such engagement will result in action being taken by the Agency as follows: The Artist will be given two written warnings, and on the third occasion, the Agency reserves its right to terminate this Agreement and remove the Artist from their books.
- If Artist is late to a booking, Artist may not be allowed on set and therefore Artist will not be paid. - If Artist experiences an unavoidable emergency which means Artist needs to cancel a booking, Artist must inform us as soon as possible so that Agency is able to make arrangements to replace Artist.
- Artist will promptly advise the Agency of any change of circumstances that may affect their availability, fitness to work or change of appearance or any material facts which they consider ought to be disclosed and could be pertinent to their engagement, or likely to cause any problems in fulfilling engagements.

**SCHEDULE 3**  
**CONFIDENTIALITY AGREEMENT**

The following is hereby agreed between Artist and the Agency in respect of certain Confidential Information (as defined below) Artist may have or obtain via any means and in connection with services to be provided by Artist to a Production Company pursuant to this Agreement, which the Agency requires Artist to keep confidential. This is in addition to any confidentiality undertakings that a Production Company may require Artist to enter into (and in the event of conflict between this Schedule and any Production Company confidentiality requirements/policies, the Production Company's requirements shall take precedence).

1. For the purposes of this Letter, "**Confidential Information**" shall mean:

1. information relating to the development, production or exploitation of any production Artist is engaged to provide Artist's services on (referred to as the "**Production**") including but not limited to:

1. the details of Artist's contribution to the Production;

2. the identity of any talent attached and/or contributing to the Production;

3. the contents of any scripts and any other written material provided to Artist by or on behalf of the Production Company including but not limited to, all storylines, themes, characters, plots, ideas and settings set out therein;

4. any and all information concerning Artist's engagement agreement for the Production;  
and

1. any and all other matters relating to the Production, the Production Company and/or broadcasters/distributors of the Production.

2. Details of the business models, finances and plans of operation of the Agency and/or any other affiliated parties of which the Artist becomes aware;

3. For the avoidance of doubt, Confidential Information does not include that which:

1. is generally available to the public;

2. was available to the Artist on a non-confidential basis prior to its disclosure;

3. is made available to Artist on a non-confidential basis by any third party provided such third party is not bound by a confidentiality agreement; or

4. has come into the public domain (other than by reason of breach of this Schedule).

5. Artist expressly acknowledges that the Confidential Information is private and/or confidential and the Agency has a reasonable expectation that it is and would remain so and the Agency is entitled to protect this Confidential Information from being made public.

6. Artist will at all times protect and treat the Confidential Information as private and confidential and take all reasonable steps to protect the Confidential Information and to ensure that there is no unauthorised use, exploitation or disclosure of the same including but not limited to by the media or on social media sites at any time before, during or (to the extent that the Confidential Information is not made public in the Production) after the exploitation of the Production. Nothing in this paragraph 3 shall prevent Artist from disclosing the Confidential Information to Artist's legal advisors and as required by law.

7. Artist will keep all materials containing Confidential Information in a safe and secure place and Artist will inform the Agency immediately upon becoming aware or suspecting that an unauthorised person has become aware of or intends to use, exploit or disclose any of the Confidential Information.

8. Artist will not use, copy (whether or not in electronic form), reproduce (including making notes, sketches, drawings, photographs or otherwise) or distribute in any manner whatsoever all or any part of the Confidential Information without the Agency's prior written consent.



Acknowledged and agreed to (Artist):

Acknowledged and agreed to (GEM Creative Talent):

## SCHEDULE 4

### ARTIST PRIVACY NOTICE

In this Notice, GEM Creative Talent Limited is referred as "we" or "us" and Artist is referred to as "you"

#### SCOPE

Like most businesses, we hold and process a wide range of information, some of which relates to individuals who we engage to work on our productions. This Privacy Notice explains the type of information we process, why we are processing it and how that processing may affect you.

#### PERSONAL DATA

We process data for the purposes of our business including for marketing, management, administrative and legal purposes and the types of data which we will process include: photographs, health information, contact details, bank details and details regarding your appearance. Legal grounds for processing personal data and further information on the data we process and our purposes available on request however we confirm that the principal purposes for processing your data will include:

- Maintaining your profile (including photographs, description of your skills/experience, personal information relating to your appearance);
- Sending all necessary personal data to Production Companies for the purpose of administration of your engagements.

#### WHERE THE DATA COMES FROM & WHO GETS TO SEE IT

Some of the personal data that we process about you comes from you. For example, if we pay you directly into a bank account, you tell us your contact and banking details. Or if you supply us with photographs, addresses this also constitutes personal data. Other personal data about you is generated in the course of your work, for example from other contractors working on productions, or from our employees.

Your personal data may be accessed internally by us and all of our employees/contractors (including for example administrative staff). We may also pass your data to outside organisations, principally to Production Companies and payroll agencies or (where applicable) for our own distribution and marketing purposes.

We may also feature your personal data on our own website and disclose it for the purposes of marketing/publicity for the Agency.

#### HOW LONG DO WE KEEP PERSONAL DATA

We do not keep your personal data for any specific period but will not keep it for longer than is necessary for our purposes. In general, we will keep your personal data for the Term of this Agreement and for a period afterwards.

#### TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

We may transfer your personal data outside the EEA to processors in the US or in other jurisdictions in which we are established or where a Production Company is established. If you featured in a Production, the data constituting your performance may be transferred out of the EEA for distribution and marketing purposes.

#### YOUR DATA RIGHTS

You have a right to make a subject access request to receive information about the data that we process about you.