

Artist Terms and Conditions

Effective 1 July 2018

BACKGROUND

- 1) Shooting Stars Artists Ltd ("The Agency", "we", "us", "our") is an employment agency in accordance with the Employment Agencies Act 1973, as amended by the Employment Relations Act 1999, and The Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Employment Agency Regulations"), which finds opportunities for its registered artists to work, primarily in the film, TV and advertising industries, directly with hirers (including but not limited to production companies) and through our clients (including but not limited to casting agents and casting directors).
- 2) All clients and hirers who work with Shooting Stars Artists are verified in accordance with the Employment Agency Regulations and enter into a contract with us prior to having access to our database of artists. Shooting Stars Artists will share your relevant personal information with its verified clients and hirers to find you work (please see the Personal Information section for details).
- 3) Where a job is introduced by one of our clients, like a casting director, Shooting Stars Artists will always collect payments on your behalf directly from the hirer to ensure you are paid promptly and efficiently through our automated process (please see the Payments section for details).

GENERAL DATA PROTECTION REGULATION (GDPR)

- 4) Shooting Stars Artists is the data controller for any and all information supporting artists ("SA" "SA's" "you") supply via the We Got POP Limited ("POP") Self Service System ("POP Platform" "POPSSS" "SSS"). POP does not operate as an employment or casting agency or an employment or casting business. POP operates as a passive medium between Shooting Stars Artists and hiring productions and as a data processor for all and any information supporting artists supply via the POP Platform.
- 5) POP provides
 - a) A license to use the POP Platform which provides Shooting Stars Artists a secure service to book, co-ordinate and pay supporting artists for services to film, TV and advertising productions ("hirers").
 - b) A back office payroll service to process payments from hirers to supporting artists.
 - c) Access to a comprehensive catalogue of supporting artists verified to work in the film, TV and advertising industries.

AUTHORITY AS AGENT

- 6) By accepting these Terms and Conditions and in accordance with Regulation 11 of the Employment Agency Regulations you hereby grant Shooting Stars Artists authority to enter into a contract with a hirer on your behalf.

RIGHT TO WORK IN THE UK

- 7) You hereby undertake that you have the right in law to accept and undertake work in the UK by virtue of your citizenship or immigration status. You must inform Shooting Stars Artists immediately if there is a change in your legal right to work.

SELF-SERVICE SYSTEM

- 8) Shooting Stars Artists operates an online self-service system powered by POP (“POPSSS”) to facilitate communication with artists. When you apply to register with us you will be given access to POPSSS and while you remain a registered artist with Shooting Stars Artists you will be required to keep your personal information up-to-date at all times.
- 9) We, or our clients or hirers, directly communicate all offers of work, including details of terms including applicable rates of pay or union agreement, through POPSSS. To be considered you must use POPSSS to reply to all such messages. Shooting Stars Artists cannot be held liable for the non-receipt or delayed receipt of any message sent to you via POPSSS.
- 10) Prior to your first day’s work introduced by Shooting Stars Artists, you undertake to supply us with all personal information through POPSSS which we are legally required to obtain to enable us place you in work and make payments to you, including evidence of your right to work and your full legal name, date of birth, gender, National Insurance number and current UK address (“compliance information”).
- 11) You are required to keep your access details for POPSSS safe and secure and to report to Shooting Stars Artists immediately if your access details have been, or you suspect will be, compromised. Shooting Stars Artists may at its absolute discretion suspend your access to POPSSS if it believes your access details are compromised.

PHOTOS

- 12) You are able to upload your own photos to POPSSS for casting purposes (“user photos”). By uploading user photos to POPSSS you grant us a worldwide non-exclusive licence to use such photos in any media for the purpose of finding you work until such photos are deleted from POPSSS. You further indemnify us against any third party claims brought against us in respect of your user photos.

Please note that where user photos are not your original work you need the permission of the copyright holder for our use of the photos under this paragraph.

- 13) In the course of registering you as an artist with Shooting Stars Artists, and at other times, we may commission our own photographs of you (“casting photos”). You hereby grant your consent to the use of your likeness in the casting photos in any media worldwide in perpetuity for the purpose of finding your child work, and for the promotion of Shooting Stars Artists.

Please note that you will have no right to use our casting photos for any purpose.

WORKING FOR US

- 14) You are expected to behave in a professional manner at all times, both in your dealings with Shooting Stars Artists, with our clients, hirers and on set. This includes responding promptly to availability enquiries and check-in requests sent via Shooting Stars Artists, being reliable, polite and helpful on set including following directions in a timely manner and bringing the appropriate dress as directed.
- 15) Where a union agreement applies to a job, you will be bound by all rules and regulations in such an agreement including any relevant code of conduct. Please note that union agreements often include provisions for the production company to withhold payment if you act in breach of the agreement.
- 16) Failure to act in a professional manner, including lateness or not showing up, will result in termination of your registration at Shooting Stars Artists absolute discretion.
- 17) Once you have responded to an availability check from us, or one of our clients or hirers, to say you are available for a job, you are immediately on a pencil. Whilst on a pencil, you must contact the

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Registered office: Unit 3.2, Western Campus, Starling Way, Bellshill, ML4 3PU

project manager who booked you if you are offered other work on the same day, so that they can either confirm or release you from that job. Once you are on a pencil, we have first refusal on your diary.

- 18) When you are booked for a day of work, you must keep the entire day free as shoots may start early and finish late.
- 19) Rates of pay and relevant union agreements for any job will be stated on the availability check sent to you. This is your opportunity to decline the offer of work if you do not accept the terms. After you have been penciled or booked for a job, you cannot be released solely on the basis of the rate of pay. Where possible, Shooting Stars Artists advocates the use of union rates.

HIRER AS EMPLOYER

- 20) When you are booked for work, you will be employed directly by the hirer, usually a production company, and not by Shooting Stars Artists. The name of the hirer who is your employer will be provided to you via POPSSS when you are confirmed to work.
- 21) The information provided to you in advance of every job via POPSSS, including rates of pay, applicable union agreements, dates, location and any other terms shall constitute your contract with the relevant production company or hirer. Every effort will be made to ensure that you are given correct information at every stage of a booking. On some jobs you will also be required to sign a salary voucher or release form, in which case those will also form part of your contract with the hirer.

COMMISSION

- 22) Shooting Stars Artists is entitled to charge you a commission for each job successfully placed through Shooting Stars Artists, which is deducted from each payment to you. The standard rate of commission is 20% plus applicable VAT, but a different rate of commission may apply for certain jobs at Shooting Stars Artists's discretion. If a different rate applies, you will be advised of it before being booked to work.
- 23) Shooting Stars Artists charges an annual £25 fee for becoming or remaining a registered artist. This is charged annually or part thereof and becomes payable on or from 1 January. This fee will be deducted from your first payment for that calendar year.

PAYMENTS

- 24) You hereby grant Shooting Stars Artists the exclusive authority to receive money on your behalf for all work booked through us. Shooting Stars Artists will invoice hirers weekly and aims for all payments to be received within 4 to 12 weeks of the relevant day of work. We are not able to provide individual updates on payments until 8 weeks have passed since the day you worked.
- 25) Regulation 25(9) of the Employment Agency Regulations grants you the right to receive your money within 10 days of receipt of the money by us from the hirer. Shooting Stars Artists operates a weekly payroll process for any cleared funds, which are paid directly into your bank account by electronic bank transfer. Due to the timings of when funds are received and the weekly payroll, it may on some occasions take more than 10 days for a payment to reach you. You hereby grant your consent to waive Regulation 25(9) of the Employment Agency Regulations.
- 26) It is your responsibility to ensure that we hold your correct bank account details via POPSSS, otherwise payments will be delayed until such time that we do.
- 27) Shooting Stars Artists will provide you with a remittance advice through POPSSS for each payment made to you, which states your total earnings and details any deductions made for taxes and for commission and administration fees.

TAXES

- 28) Under special regulations applicable to entertainers under The Social Security (Categorisation of Earners) Regulations 1978, you are classed as a self-employed worker for Income Tax purposes and as an employee of the hirer for Class 1 National Insurance Contributions ("NICs") for most of the work offered by POP. Hirers often ask POP to act as a collecting agent for NICs on their behalf.
- 29) It is your responsibility to declare your earnings for Income Tax purposes to HMRC. Shooting Stars Artists cannot offer any specific advice on your individual tax situation.
- 30) If you are, or later become, VAT registered you will only be able to charge us VAT on top of your rates if you enter into and maintain a self-billing agreement with us which meets HMRC's requirements. If you do not have a self-billing agreement in place with us, all rates agreed and fees paid to you shall always be considered VAT inclusive.

HEALTH AND SAFETY

- 31) Shooting Stars Artists can accept no liability whatsoever for any injury or harm sustained or caused to you, or any financial loss sustained, whilst travelling to or from or whilst engaged in any work introduced to you by Shooting Stars Artists. However Shooting Stars Artists does take reasonable steps to ensure that appropriate health and safety practices are in place with every hirer.
- 32) It is the hirer's responsibility as your employer to ensure that you have a safe place of work and that you are properly informed of any relevant health and safety issues. You must however take appropriate care of your own health and safety and co-operate fully with the hirer in their implementation of a safe place of work.
- 33) All unsafe practices by a hirer should be reported to us, so that we can take action where appropriate to protect our artists.

PERSONAL INFORMATION

- 34) Shooting Stars Artists processes your personal information in accordance with the Data Protection Act 1998 ("the DPA") and is designated as the Data Controller under the DPA. Any requests under the DPA must be sent by email to shootingstarsartists@gmail.com.
- 35) Shooting Stars Artists maintains a secure database of all of our artists' personal information. We share relevant information (including your user photos, contact details and casting information) with our clients and hirers to secure work opportunities for you. When you are confirmed for work through POP, we will share compliance information on a need basis with the hirer including the operation of PAYE in real time.
- 36) Access to your child's sensitive personal information is restricted on a strict need to use basis. Bank account details are never shared outside Shooting Stars Artists.
- 37) On termination of your registration with Shooting Stars Artists, we will keep your contact and compliance information as long as required by law.

THIRD PARTY CONTACT

- 38) If you have indicated that you would like to hear about other offers or opportunities, Shooting Stars Artists, or an associate company, may contact you with information of such offers or opportunities available from us or a third party which we consider may be of interest to you. We will never pass your details onto any third party not connected with Shooting Stars Artists.
- 39) You may at any time opt out of such contact by updating your preference in POPSSS.

TERMINATION OF REGISTRATION

- 40) You may terminate your registration with Shooting Stars Artists in writing only after the completion of, or release from, any remaining days of work that you have been booked or penciled for.

- 41) Shooting Stars Artists may terminate your registration at any time by giving you two weeks notice.
- 42) Shooting Stars Artists reserves the right to terminate your registration with immediate effect for any serious breach of these Terms and Conditions. For the purpose of this paragraph, any material breach which has not been remedied within a reasonable time shall be considered a serious breach. Shooting Stars Artists will give notice of termination under this paragraph and its basis in writing.
- 43) Once your child reaches the age of 19 their registration with Shooting Stars Artists will be automatically terminated,

VARIATIONS

- 44) Shooting Stars Artists reserves the right to vary these Terms and Conditions by giving you one month's notice in writing.
- 45) If you do not accept the varied Terms and Conditions, you must give notice to us in writing before the varied Terms and Conditions take effect. In this instance, your registration with Shooting Stars Artists will be terminated immediately following the completion of, or release from, any remaining days of work booked or penciled on the date of notice.