



BOOKING TERMS AND CONDITIONS

Last updated March 2019

The hire/use of Talent from Talent on a Budget Pty Ltd shall be deemed to constitute acceptance of these Terms and Conditions of Business.

Talent/Client/Talent on a Budget Pty Ltd Relationship

Talent on a Budget Pty Ltd, is Contracted by Talent to be their representative in the industry and at no time is the relationship one of employer/employee which is confirmed within the Australian Taxation Office's "Pay As You Go (PAYG) Withholding Guidelines for Performing Artists Agents, Advertising Agencies and Advertisers". The complete Guidelines can be viewed/printed from the Australian Taxation Office web site. Under these Guidelines it is stated that irrespective of whether the relationship of the Talent with the Client is deemed to be that of employee or independent contractor, the "End-User" of the Talent's services (the Client) is responsible for withholding 20% PAYG Taxes from the Talent payment. The End-User is also responsible for contributing 9.5% Superannuation (in accordance with current Superannuation Legislation). This contribution is on top of the talent rate unless otherwise specified. Authority may be given by the Client to enable Talent on a Budget Pty Ltd to handle the Client's PAYG Tax obligations and/or the Client's Superannuation responsibilities on their behalf. Giving Authority to Talent on a Budget Pty Ltd does not extinguish your PAYG or Super obligations, nor any other obligation that may arise under the Talent /Client relationship.

PAYG Tax & Superannuation:

It is the responsibility of the "End-User" (the Client) to withhold PAYG Tax at 20%, according to the Australian Taxation Office Guidelines noted in the first paragraph of these "Booking Terms and Conditions", from the total Talent rate for the booking. The "End-User" (the Client) is also required to pay Superannuation Guarantee (SG - currently 9.5%) of the total Talent rate to the Talent's nominated Superannuation Fund. Superannuation Choice Forms will be supplied along with your invoice which will include Talent's superannuation fund. If the talent does not have a fund, then it is the employer's responsibility to set up a default fund. Authority may be given by the Client to enable Talent on a Budget Pty Ltd to handle the Client's PAYG Tax obligations and/or the Client's Superannuation responsibilities. Please contact Talent on a Budget Pty Ltd to obtain Talent on a Budget Pty Ltd's standard "Letter of Authority form".

Please Note: If the Client gives Talent on a Budget Pty Ltd authority to handle their PAYG Tax and Superannuation obligations, amounts for Superannuation are calculated on the total Talent rate for the booking, at current SG percentage (9.5%), and are additional to the Talent rate(s). As normal SG conditions relate to Superannuation it is Talent on a Budget Pty Ltd.'s policy to add Superannuation on every talent fee that exceeds the monthly earnings threshold. We will generally indicate the superannuation amount separately on each invoice raised under the Authority. Furthermore, Talent on a Budget Pty Ltd reserves the right to charge the Client to handle their PAYG Tax and Superannuation obligations. This cost will be supplied in writing and will be dependant on the number of people hired.

Public Liability

As Talent on a Budget Pty Ltd is at no time deemed to employ Talent, it is the responsibility of the Client to ensure adequate levels of Public Liability Insurance exist to cover all Talent used at any/all locations (including travel to and from a location). An alternative is to include amounts paid to Talent with the Client's annual Workers' Compensation Insurance calculations so that they are then covered under the Client's Workers' Compensation Insurance policy when performing work for the Client. Talent on a Budget Pty Ltd is not required to, nor holds, any insurances for Talent (excluding Public Liability when Talent are physically in our offices).



Payment Terms

Payment is required **strictly within 14 days from the date of invoice** and can be made via Cheque, EFT or cash. If the Client fails to pay the amounts due, in accordance with these terms and conditions, they will be responsible to pay for all expenses and costs incurred in recovering any outstanding monies, including debt collection fees or Solicitor's costs that may arise. Please note that for all projects that exceed \$15,000, 50% partial payment is required upfront prior to commencing work. Payments can be made via credit card however there is an additional 2.5% processing fees applicable. If you would like this fee included in our quote please let us know.

Booking Times

Minimum booking time is generally 2hrs, however Extras/Featured extras have a minimum 4hr booking time. 1/2 Day rate is a 4 hour callout. Day Rate is an 8 hour callout. Where a booking continues more than 15 min after the booked hours, the client will be billed in 1hr blocks. If talent are booked for more than one shoot day, please note that hours do not carry across days.

Working Hours

Ordinary working hours are 7:00 AM to 6:00 PM Monday to Friday. An additional fee may be incurred for bookings before 7.00 AM and after 6.00 PM or on the weekend. This will be indicated on your job confirmation.

Hours Booked

The total hours that Talent is booked for is the minimum hours that Talent must be paid for. If a job finishes prior to the originally booked time, Talent must be paid for the original hours booked regardless of whether the job was completed early. If a job takes longer than the originally booked hours, then overtime/penalty rates will apply. As each job is dependant on talent selected and overall budget please refer to the Overtime rate specified on your job confirmation. **Please note:** If the shoot falls significantly outside out this hourly range and it is due to something out of control of the Talent, then it is the Talents decision on whether or not they leave the shoot. If they have to leave due to other commitments, then extra charges may apply for rescheduled shoots.

Exclusivity

We can not promise exclusivity. However, a special fee on a project by project basis can be negotiated. It is at the discretion of the Talent to agree to this. This can be set for a specified period, with a fee renegotiated if an extension is required. Talent on a Budget Pty Ltd will try to advise if the Talent has been involved with any competitive brands. However, it is the Client's responsibility to check, at time of booking, whether any conflicting work has been previously done by the Talent.

Talent Contact & Usage

Talent on a Budget Pty Ltd own the contact details of all Talent supplied. If original contact is made with Talent through Talent on a Budget Pty Ltd then any usage or re-usage of Talent there after must be done through us. Failure to do so may incur legal action. Furthermore, you may not at any time misrepresent yourself as the agent of any Talent from Talent on a Budget Pty Ltd.

Cancellation Fees

If a job is cancelled with Talent on a Budget Pty Ltd and/or the original specified Talent, then there will be cancellation fees incurred.

- » If a job is cancelled with less than 48hrs notice, then a cancellation fee of 30% of the total quote will be charged to the Client.
- » If a job is cancelled with less than 24hrs notice, then a cancellation fee of 50% of the total quote will be charged to the Client.
- » On the day of or on the arrival of the Talent at the Booking/ Job a cancellation Fee of 100% will be charged to the Client.



Weather Permitting Bookings

It must be specified at the time of the booking the type of weather required. Please provide us with preferably 48hrs notice, but a minimum of 24hrs for any re-schedules.

First reschedule – No Fee unless, less than 24hrs notice is provided, then 25% of the fee applies. Second reschedule – 30% of the total fee. Third & Subsequent reschedule – 40% of the total fee. On arrival of the Talent at the Booking/ Job a cancellation Fee of 100% will be charged to the Client.

Child Employment Permits

When a child under the age of 15 is employed on a shoot, the employer MUST have a child employment permit in place. TOAB will not supply any child on set without a permit.

For Victorian clients please see further information at <http://www.business.vic.gov.au/hiring-and-managing-staff/employing-children/overview>

Within NSW all clients must be an authorised employer of children. For further information visit <http://www.kidsguardian.nsw.gov.au/working-with-children/childrens-employment>

Talent Rights

If Talent are requested to do something outside the scope of the initial brief and this is something, they are morally against then they are not required to comply. Clients are asked to communicate any drastic brief changes to Talent on a Budget Pty Ltd as soon as possible.

Complaints

Any cause for complaint should be reported to Talent on a Budget Pty Ltd during the course of the booking. No claims or alterations in the negotiated fee will be accepted after an invoice is issued. **Please Note:** Talent on a Budget Pty Ltd act solely for and on behalf of our Talent and whilst making every endeavor to provide a satisfactory and efficient service, we cannot be held ultimately responsible for a Talents conduct on an assignment.

Please sign here to confirm you agree to our business terms and conditions. Please also initial each page of this document. Talent will not be booked until this document is signed.

Company Name: _____

Postal Address: _____

ABN: _____ Date: _____

Company Representative: _____

Signature: _____

Witness

Name: _____ Signature: _____

Date: _____