



TALENT TERMS AND CONDITIONS

Last updated March 2017

All talent on registration with or on accepting a booking via Talent on a Budget PTY LTD (TOAB) shall be deemed to constitute acceptance of these Terms and Conditions of Business.

Agent Authorisation

Talent authorise TOAB to act as their agent, submitting them for relevant work and releasing information i.e. contact phone numbers or date of birth to all TOAB clients, and signing talent release contracts on their behalf. TOAB reserves the right to manage negotiations for all bookings made via the agency including rollovers and loadings.

Talent Registration Cost

There is no cost in registering with TOAB at this stage.

Agency Fee

Our Agency fee is 15% plus GST. This amount will always be detailed in your payment agreement. If we have been able to charge our service fee as a plus to the client, we will indicate the fee as N/A on your payment agreement. Our agency fee is a tax deduction.

Talent Contracts and Fees

Talent will receive a fee for their work which will be negotiated on a job by job basis, based upon the client's budget, the hrs worked, the travel required, the usage terms, mediums, regions etc. The Talent will be given the opportunity to accept the terms of the job in advance. A talent release detailing all terms will be supplied to the talent prior to the job which will need to be signed and returned back to Talent on a Budget prior to the job.

There may be additional talent release forms or contracts supplied by the Client. These will be made available to Talent prior to the job for review. We promise to review all contracts for talent in advance and request that unless we have expressly advised, that Talent should not sign any contracts without our knowledge.

Rollovers & Loadings

Rollover conditions apply as per standard Equity terms and Awards for up to 3 years from the shoot date. Rollovers are 100% pro rata with adjustments made for additional loadings as per our % table. Rollovers/Loadings will only apply if the artist is recognizable.

Image Authorisation

Talent authorise TOAB to include their image on the TOAB website, associated client websites and client presentations.

Work Regularity

Talent understand that the entertainment industry is an unpredictable and competitive industry and that all agency work is casual and that no agency can guarantee work. Clients choose talent for work assignments from the photos provided and reserve the right to choose talent and change their mind at their own discretion.

Obligations to TOAB

It is the responsibility of all Talent to provide TOAB with updated photos when any changes are made to their look eg hair colour, cuts etc. Plus:

- a. Talent under 12 months, are required to supply updated photos every month.
- b. Talent under 17 years old, are required to supply updated photos every 6 months.
- c. Talent over 18 years old, are required to supply updated photos every 12 months.



- Talent will advise TOAB if they are employed by another talent agency or involved in any other projects that may result in their image on display and possible client conflicts.
- Talent are required to keep TOAB updated on any changes to their contact details.
- Talent are required to disclose if they have a criminal record.
- Talent are requested to update TOAB with any planned long-term unavailability.
- Talent are required to provide written advice should they wish to leave TOAB. All past shoots and rollover negotiations will be managed by TOAB until the close of the contract by the client. Should the talent engage another agent, it is the Talents responsibility to remit any relevant agency fees to their new agent directly.

Payment Terms

Payment for commercial projects will be made the *later* of **30 days** from the shoot date or return of paperwork. We are able to do this prior to receiving payment from client as we know your tax withheld will be a flat rate of 20%.

Payments for TV & Film work will be made on receipt of payment from the client, when we get confirmation of how much tax they have withheld from your payment. Please note that depending on the client this can take longer than 30 days. We will do our best to keep you updated on this.

Please note: Talent acknowledge that it is their responsibility to seek their own financial advice regarding taxation implications for income earned as part of pursuing talent work.

PAYG TAX & Superannuation

You are required to complete a tax file number (TFN) declaration for **each** job you do with TOAB.

Adults: For Talent 18 years and over, 20% tax will be withheld from commercial jobs and may NOT apply for the tax-free threshold. For all TV and Film work you will have the standard marginal rate of tax applicable to you withheld from your payment and are able to apply for the tax-free threshold.

Minors: For all acting and modelling work minors may now be required to have 20% withheld from all payments. If they don't have a TFN this can still apply for all payments under \$1,500. However, a TFN will be required for all payments over \$1,500 otherwise the minor will be taxed at 46.5%. A TFN can be applied for online with an interview via participating Australia Post offices. In some instances, clients MAY not withhold tax however we are advised of this on a job by job basis.

For all TV and Film work minors will have the standard marginal rate of tax applicable to them withheld from your payment and are able to apply for the tax-free threshold.

Who manages your PAYG / Superannuation?

The End User/Client (generally the advertising agency) is responsible for managing the taxation and super contributions on your behalf. You will be supplied with your taxation payment summary at the end of the financial year.

How do I provide TOAB with my TFN?

Your TFN declaration will be emailed to you on each shoot. Your TFN must be completed and mailed back to TOAB **no later than 7 days** from the shoot date. If you **do not supply** a TFN declaration, then **46.5%** of your payment will be withheld.

Superannuation

If you earn over \$450 a month from the same client, then the standard 9.5% superannuation contribution will be made for you. If superannuation contributions are applicable, we will supply, you with a "Standard Choice Form" which will allow you to provide details of your superannuation fund. If you do not supply fund details, then your contribution will be made into the client's default fund. Superannuation is only applicable to minors if they have worked more than 30 hrs within a month.



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). 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).

Booking Times

Minimum booking time are 2hrs for Adults and 1hr for Children. 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 20 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.

Hours Booked

The total hours that Talent are booked for are the minimum hours that Talent will be paid for. If a job finishes prior to the originally booked time, Talent will still 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 payment agreement. **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.

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 that aligns with the code of practice relevant to their state. TOAB will not supply any child on set without a permit.

Talent Client Contact & Direct Work

Talent will not do work directly for any Client that has been introduced to them by TOAB either by way of a confirmed job or casting. Failure to do so may incur legal action.

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 TOAB as soon as possible.



Complaints

Any cause for complaint should be reported to TOAB during the course of the booking. No claims or alterations in the negotiated fee will be accepted after an invoice is issued. Please Note: TOAB 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.

 PO BOX 408,
Bentleigh East, VIC 3165

 03 8503 7420
 03 9012 4581

 www.toab.com.au
 info@toab.com.au