**THE ARTIST & CREATIVE AVENUE**

**THE ACA CO-OPERATIVE/ACA COMMERCIALS**

This Contract is legally binding and it is understood that the above named has had the opportunity to discuss the terms of the Contract with a legal representative and/or professional organisation.

This agreement dated 6th November the specimen made between The Artist & Creative Avenue (ACA) registered at 2 Westdean Avenue, Lee London, SE12 9NL at the time of signature the company is located at Theatre Deli 2 Finsbury Ave, First Floor, London EC2M 2PA known herein as ‘The Agency’

|  |  |
| --- | --- |
| Name (Legal)Stage Name (if different from legal name) | Josh Lascelles |
| Address (at the time of signing this agreement) | 4 Merrilocks Green, Liverpool, L23 6UW  |

This is an open-ended contract from execution until terminated by either party in writing as per the terms of this Contract.

This Contract confirms ‘The Agency’ will now be representing ‘The Client’ worldwide (including where already represented in a particular geographical area (such as a country) and inclusive of publicity, public relations and marketing where relevant.

‘**The Client’ will be represented in the co-operative division (listed as ‘The ACA Co-operative’ on Spotlight) and the commercials division (listed as ACA Commercials on Spotlught)**

1. **SCOPE OF THE AGENCY**

Types of Work:

‘The Agency’ will represent and market ‘The Client’ exclusively to the best of its ability in all media throughout the world and advise on and handle the negotiation of any contracts concerning work as an actor in the entertainment industry generally, including (but not limited to), corporate work, live theatre understudy work, devised theatre, musical theatre including ensemble/chorus and swing work and/or screened events, theatrical beatboxing and/or rapping shows, dance shows, concerts and other live performances, appearances, television and radio broadcasting, feature films, short films, video, gaming, web series, new media and all derivative and related fields of activity including commercial bookings such as audio recording and advertising (commercials for TV, cinema and internet, idents, print, promotional videos and photography). Should the ‘The Client’ become a public figure ‘The Agency’ will represent ‘The Client’ exclusively for other derivative work.

‘The Client’ cannot seek additional representation whilst with ‘The Agency’ unless under the Special Circumstances, which must be agreed in writing, and permission will only be granted if the role requires an advanced skill ‘The Client’ has demonstrated to the agency either in person or via a video/showreel and if the Agency feels ‘The Client’ it is suited to the role.

‘The Client’ will be part of the co-operative division (The ACA Co-operative) and the commercial division (ACA Commercials) and will be represented for all types of acting work however ‘The Client’ will not be put up for lead, large supporting or series regular roles without prior written confirmation from a Senior Agent. ‘The Agency’ will represent ‘The Client’ for such work should it be offered. A Senior Agent for the avoidance of doubt the Senior Agent is Sandra Thompson-Quartey or a later appointed Lead Agent.

‘The Client’ will predominantly be submitted for:

* TV (one episode)
* Film (small roles)
* Immersive theatre
* Theatre in education
* Tours
* Paid fringe
* Off West End
* Short films
* Commercials (and all advertising work)
* Corporate work
* Ensemble West End
* Off West End Musicals and West End Musicals
* Workshops/ Research & Development
* Rehearsed Readings
* Festivals and Events
1. **SPECIAL CIRCUMSTANCES**

‘The Client’ may retain or acquire additional representation in a separate field/area of management such as a Voice Agent, Background Agent or a Modelling Agent.

If ‘The Client’ has an existing voice over agent ‘The Agency’ the details should be written in the table below and ‘The Agency’ will not submit ‘The Client’ for any voice over work.

|  |  |
| --- | --- |
| **Voice Over** Agency Name |  |
| Agent Name |  |
| Email and Contact Number |  |
| Agency Website  |  |

1. **THE AGENCY’S RESPONSIBILITIES**

‘The Agency’ will advise on and handle the negotiation of any professional contracts concerning ‘The Client’s work as an artist and performer under the following terms.

'The Agency’ shall endeavour to seek work on ‘The Client’s’ behalf and introduce ‘The Client’ to employment opportunities worldwide.

Engagements may also find their way to ‘The Client’ directly, and in those cases after first contact has been made, ‘The Client’ will refer the party in question to ‘The Agency’ in order to negotiate an appropriate deal for ‘The Client’. This means that during the term of ’The Agency’s’ appointment, and under the terms of this contract ‘The Agency’ shall have the exclusive right to negotiate matters within all areas of entertainment as noted in clause 1 of this agreement (Except where the Special Circumstances apply).

‘The Agency’ shall endeavour to act in ‘The Client’s’ best interests at all times.

‘The Client’ will not be entitled to negotiate job contracts or engage any unknown third party to do so for them without ‘The Agency’s’ consent.

The Agency’ will handle all communication with television, film and theatre casting directors and employers on behalf of ‘The Client’ in regard to auditions and booked television, theatre and film jobs. ‘The Client’ will refrain from contacting casting directors directly without prior training on how and when to do so from a Senior Agent. ‘The Client’ may handle negotiations for work for other co-operative clients under the ‘ACA Commercial’ division and ‘The ACA Co-operative’ division at the request of a Senior Agent.

1. **THE CLIENT’S RESPONSIBILITIES**

Productivity

‘The Client’ is expected to work with ‘The Agency’ in a productive and positive manner by attending auditions, submitting self-tapes on time, attending networking opportunities and seeking work so as to optimise their career opportunities.

Communication

‘The Client’ must be reachable and is expected to return emails and calls within a timely manner both as a client and when On Duty. In general ‘The Client’ is expected to return calls and emails within the same working day.

Referencing

 ‘The Client’ must list the name ‘The ACA Co-operative’ (or ACA Commercials when relevant) as their agent on marketing materials and self-tapes and not ACA.

Industry Theatre Tickets

‘The Client’ hereby agrees for ‘The Agency’ to deduct the cost of any tickets paid for by ‘The Agency’ for industry professionals to attend ‘The Client’s’ show after complimentary tickets run out, the deduction will be taken from any payments due to ‘The Client’. ‘The Client’ must therefore advise ‘The Agency’ on how many tickets can be booked once complimentary tickets run out. If ‘The Client’ fails to do so, ‘The Agency’ will book the tickets on the understanding ‘The Client’ agrees and deduct it from ‘The Client’s’ salary. Prior notice will still be given by ‘The Agency’ but if a response is not receieved in time ‚‘The Agency’ will purchase the tickets as planned and reimburse itself.

‘The Client’ must inform the On Duty Actors in advance by phone call if running late for an audition and also send an email. ‘The Client’ must not cancel any auditions without a valid reason. Repeated lateness without will result in ‘The Client’ being released.

Marketing Materials

It is ‘The Client’s’ responsibility to ensure they have given ‘The Agent’ suitable and professional marketing materials to fit industry standards.

‘The Agency’ will not be obliged to submit ‘The Client’ for work if their marketing materials or CV supplied are outdated, or are of poor professional quality, inadequate or unfit for purpose.

‘The Client’ must ensure that credits, headshots, skills, age range are not be removed, amended or added without informing the On Duty Actors.

‘The Client’ must ensure that Extra, Double and Featured Extra work are not included on their acting CV.

Self-Employment

‘The Client’ must be registered as self-employed by law with the HMRC before starting any acting work and must obtain a Unique Taxpayers Reference (UTR) to be included in the client profile database. Failure to register as self-employed in time will result in theatre companies withdrawing job offers. It is advised that ‘The Client’ register for self-employment as soon as they start attending auditions or sober.

Invoicing

‘The Client’ must not invoice production companies or employers without ‘The Agent’s’ permission regardless of whether an employer has requested for them to do so.

Producing

If ‘The Client’ is also a producer and hires other clients represented by ‘The Agency’, ‘The Client’ must send the employment contract to ‘The Agency’ to review and negotiate.

Protocols‘The Client’ must follow the Co-operative protocols which will be provided as a separate document.

Co-operative Agent Work

Working Days: ‘The Client’ will be required to work in the office of ‘The Agency’ as an ‘agent’ for the co-operative division. ‘The Client’ is required to provide consistency and should work the same days and the same number of days each month. Should the amount of days ‘The Client’ is available to work changes ‘The Client’ must let a Senior Agent and all the co-operative actors know immediately so adjustments can be made.

The minimum amount of days ‘The Client’ can work in the office is one (1) if they are paying a monthly levy or two (2) If they have opted out of paying a monthly levy.

Participation: If ‘The Client’ is unable to work for a full calendar month due to an acting job ‘The Client’ must pay a £20 levy for each calendar month they are absent until ‘The Agency’ receives commission for that job. If ‘The Client’ is unable to work for a full calendar month and it is not due to acting work ‘The Client’ must make up the days missed the following calendar month if they only work one or two days per month. The agency will not submit ‘The Client’ for work until they have scheduled in the ‘make up’ dates exceptions will be made for bereavement, serious health reasons and other valid circumstances.

Routine Duties: ‘The Client’ will be required to send out auditions, carry out administrative tasks, update the client databases, research upcoming productions, other research and run errands for the co-operative division.

Duty Restrictions: ‘The Client’ shall not make phone calls to casting directors, deal with job contracts or liaise for the first six months with authorization from a Senior Agent.

Client Contact: ‘The Client’ will send auditions out to The ACA Co-operative actors and to all actors on ACA Commercial division who are not part of the ACA division.

Show/Scouting Talent and Supporting Clients: ‘The Client’ will be required to attend shows performed by ‘The ACA Co-operative’ clients and drama school showcases, and any shows of prospective clients at least once a calendar month on behalf of ‘The Co-operative division’.

 Attendance at shows will count as one of ‘The Client’s’ ‘On Duty’ days if ‘The Client’ works three (3) or four (4) days per calendar month for ‘The Agency’ meaning they would do one day less in the office that calendar month if the show they attend does not fall on a day they are ‘On Duty’

Attendance at shows will be in addition to ‘The Client’s ‘On Duty’ days if ‘The Client’ works less than three (3) days per calendar month for co-operative regardless of whether the show falls on their On Duty’ day or not.

Job Submissions: ‘The Client’ will be required to submit themselves and all actors on The ACA Co-Operative and ACA Commercial divisions for work of ‘The Agency’ via Spotlight. ‘The Client’ should not submit themselves or open Spotlight breakdowns on days they are not On Duty unless there is not any actor ‘On Duty’ but may check what they have been submitted for at any time.

Training: ‘The Client’ will be required to attend group training will be provided once every two months. This will be included as one ‘The Client’s’ working days if ‘The Client’ works three (3) or four (4) days per calendar month for the co-operative. If ‘The Client’ works one (1) or two (2) days for ‘The Agency’ training day will be in addition to their ‘On Duty’ days.

Signing Clients: ‘The Client’ will be able to interview/audition and/or offer representation to actors (who are not on the ACA division) for the co-operative division independently of the Senior Agent after ‘The Client’ has been on the co-operative division no sooner than six (6) months and only if authorised to do by a Senior Agent.

There must always be at least two co-operative clients total in attendance of the audition. Seven (7) days notice must be given to the Senior Agent before an offer is made to a potential client. The Senior Agent must be provided with first refusal.

If the Senior declines making an offer or if the Senior Agent is unable to respond within seven (7) days. At least two (2) other co-operative clients must agree on the offer being made.

Attendance/Punctuality: The working day is 10am-6pm but flextime is provided to start any time between 10am-11am if the client wishes to avoid perk time travel cost, if ‘The Client starts after 10am they must end 8 hours later accordingly.

Rescheduling: If ‘The Client’ needs to reschedule an ‘On Duty’ day they must let the Senior Agent and the ‘On Duty’ clients know with at least forty-eight (48) hours’ notice unless rescheduling is due to auditions, acting work or illness.

Failure to provide less than forty-eight hours’ notice and repeatedly rescheduling an ‘On Duty’ day will lead to release of representation. ‘The Agency’ will operate on a two-strike rule per calendar year.

Monthly Levy: ‘The Client’ may opt to pay a voluntary and non-returnable monthly levy to cover running costs and to go towards ongoing training and an ad hoc co-operative assistant. The monthly levy must be set up as a standing order by ‘The Client’ to be paid out 1st of every calendar month. A separate letter of agreement will be sent to ‘The Client’ to sign if ‘The Client’ wishes to opt in to pay the monthly levy.  Paying the levy is not a condition of being represented by ‘The Agency’. The conditions of the levy are included in a separate Letter of Agreement.

‘The Client’ understands that should they wish to change the amount of days they work for the co-operative this will affect the levy amount they are required to pay if ‘The Client’ has opted in to pay the levy.

The Client’ must inform the Senior Agents with twenty-four (24) hours’ notice if they decide to opt out of paying the levy and cancels their standing order.

‘The Client’ understands that should they decide to opt out of paying the levy they will still be represented by ‘The Agency’ however continued representation will be based on successfully gaining regular work and bringing in a healthy commission unless ‘The Client’ works four days per month for the agency. As a guide, if ‘The Client’ opts out of the levy and works less than four (4) days per calendar month of ‘The Agency’ the expectation of ‘The Agency’ is that ‘The Client’ is confident that they will bring in two hundred and fifty pounds (£250) in commission every six (6) months, which would be £5000 gross per year.

Other Financial Commitments: ‘The Client’ is required to sign up for the Theatre Deli Membership to cover the hot desk fee. The fee is fifty pounds (£50.00) per year and will be payable annually until ‘The Agency’ states otherwise.

Other Payments: ‘The Client’ should sign up to the Theatre Deli membership within fourteen (14) days of signing this agreement or by the first day you train or work at Theatre Deli, whichever is soonest. ‘The Client’ must pay the fee directly to Theatre Deli and it is non-refundable. Other benefits are included and provided by Theatre Deli and available on their website. Evidence must be provided that the membership has been paid for

1. **CONFIDENTIALITY**

All information learned and obtained through the agency is confidential including spotlight breakdowns, jobs booked by clients and auditions being attended by clients, all data including contact information, logins, documents are confidential and must not be shared with a third-party. Any information shared with third parties will be a material breach of this contract and may result in legal proceedings against ‘The Client’. ‘The Client’ must treat all information and data obtained within ‘The Agency’ as confidential. This includes knowledge of what is being cast, logins, jobs booked, and auditions being attended.

‘The Client’ will not be given access to ‘The Agency’s’ to any industry contact information that is not available in public domains.

1. **COMMISSION RATES**

Percentage
Commission is 10% for all work including work ‘The Client’ finds for themselves.

Producing

The Agency’ will not take commission on work ‘The Client’ has produced themselves.

If ‘The Client’ is hired as a freelance producer or director by a company they do not ownand ‘The Client’ chooses to hire themselves as an actor/performer in that said production instead of other actors, ‘The Agency’ will take commission from ‘The Client’s performance salary.

Friends and Family

Some commercial casting breakdowns request actors who are happy to audition with their real relatives, friends or spouse who may be non-actors. If ‘The Agency’ organises an audition for ‘The Client’s’ spouse, relative or friend ‘The Agency’ will take twenty percent (20%) commission from such persons should they secure the job. Such people should not already have agency representation by another agency. ‘The Client’ should provide the contact details of these people.

1. **OTHER CREATIVE WORK**

Special Requests

Although this is an agreement fundamentally in respect of ‘The Client’s’ representation as a performing artist, ‘The Agency’ will also act on ‘The Client’s’ behalf only when specifically, so requested by ‘The Client’ in any contract concerning their work (such as directing, producing, literary, dramatic or musical material) as a creative artist, including commissioning, licensing and/or other exploitation of the rights in such work.

Background Work/Double Work:

‘The Agency’ is not an extras/background artist/supporting artist agency and we will not put you forward or take commission from such work ‘The Client’ gains through an extras agency, however if ‘The Agency’ is contacted directly to help a casting director with a Featured Extra, Walk On or Double job, depending where ‘ The Client’ is in their career, we will check if ‘The Client’ is happy to do it. ‘The Client’ will be under no obligation to accept but should ‘The Client’ choose to do so ‘The Agency’ shall take commission. ‘The Agency’ will not take any commission on work ‘The Client’ finds themselves under this category unless ‘The Client’ asks ‘The Agency’ to deal with the contract. ‘The Agency’ is under no obligation to accept a proposal under this category or work.

1. **PREVIOUS AGENT**

‘The Client’ confirms that he/she any previous representation agreements with acting agents have been terminated prior to signing this Contract with ‘The Agency’ unless otherwise agreed in writing.

1. **PRIORITISING PAID WORK**

‘The Agency’ shall submit ‘The Client’ for properly paid work only. ‘The Client’ agrees to prioritise auditions for paid work and accept paid contracts ‘The Agency’ finds (providing it is a mutually agreed type of job opportunity ‘The Client’ is happy to do in the first place) regardless of how it may conflict with schedules for unpaid, deferred payment and profit share work ‘The Client’ is already engaged with.

‘The Client’ must send ‘The Agency’ contracts for all unpaid work and Profit Share work in order for pay to be negotiated unless it is an unpaying project that ‘The Client’ has produced themselves or a passion project with family or friends.

1. **CHANGES IN APPEARANCE**

‘The Client’ agrees to discuss any drastic changes in appearance before doing so, and ‘The Client’ agrees to update his/her headshots to reflect changes within thirty (30) days of such changes.

1. **COMMISSIONS AND PAYMENTS**

Commissions will be charged on gross sums arising from Employments, Engagements and Agreements undertaken by ‘The Client’ during this term of agreement, including Basic Studio Fees, Repeat Fees and Residuals, Recall Fees, Wardrobe Fees, Travel and Rest Fees, Recording Contracts, Merchandising and all Extensions, Renewals and Substitutions of the same wherever occurring.

‘The Agency’s’ Payrun occurs weekly, usually the first day of every week and payments will be made to ‘The Client’ within ten days of receipt. ‘The Client' hereby authorises ‘The Agency’ to collect monies on their behalf. It is the responsibility of ‘The Client’ to understand the procedure of their personal bank/building society clearance system.

‘The Agency’ will follow the customary practice of inserting a clause in ‘The Client’s’ contracts providing for ‘The Client’s’ earnings, whether fees, royalties or otherwise, to be remitted to us for onward payment to ‘The Client’ if not already included. On some occasions, payments may be made or sent directly to ‘The Client’. All such income is subject to ‘The Agency’s’ commission, and ‘The Client’ should pay said commission to ‘The Agency’ within seven (7) working days, or where possible redirect such payment to ‘The Agency’. Should this not happen, then ‘The Client’ authorises ‘The Agency’ will deduct such amounts from any future monies received plus a ‘late interest’ of five percent (5%) of the gross payment on the previous payment made to ‘The Client’.

‘The Agency' will, unless otherwise requested by ‘The Client’ pay all monies after deduction of commissions plus other entitlements (such as travel costs) if applicable, directly into ‘The Client’s’ designated bank account. ‘The Agency’ will also send ‘The Client’ a detailed payment summary setting out a clear and detailed account of ‘The Client’s’ payment and commission deducted.

Personal Talent Manager Commissions:

If ‘The Client’ signs to a Personal Talent Manager, all payments for work will still be received by ‘The Agency’ in the first instance and ‘The Client' will be responsible for paying the Talent Manager their commission directly after we have sent the net salary. If an offer is made through a Talent Manager ‘The Client’ must advise the Talent Manager to refer the offer to ‘The Agency’ to negotiate and execute. Talent Managers are not legally allowed to negotiate contracts on behalf of actors they manage, however ‘The Client’ can make the Talent Manager aware of all auditions, proceedings, negotiations and discussions and ‘The Agency’ may copy The Talent Manager in all communications concerning work if so required.

Expenses:

‘The Agency’ will always ask for subsistence, per diems and other expenses to be paid directly to ‘The Client’ when engaged in work however it will be at the employer’s discretion. Commission is not deducted from expenses or per diems.

Invoicing and VAT:

‘The Agency’ will also undertake the invoicing and collection of VAT on ‘The Client’s’ behalf in relation to any monies ‘The Agency’ handles for ‘The Client’. ‘The Agency' shall not be responsible for any decisions as to whether a particular class of money is subject to VAT or whether ‘The Client’ should be registered for VAT, ‘The Client’ should consult their accountant on such matters. ‘The Agency’ must be informed if ‘The Client' ceases to be VAT registered. ‘The Agency’ will be legally liable to collect VAT on all commissions should ‘The Agency’ be VAT registered.

Payments:

‘The Agency’ will check the accuracy of all statements that accompany payments and where necessary will raise enquiries to verify accuracy.

Client Account:

A trust account is a designated a bank account that is required and used solely for agencies to receive and transfer salaries on behalf of their clients. ‘The Agency’ will pay all earnings received on ‘The Client’s’ behalf into the Client account and such earnings will be held in trust for ‘The Client’. This trust, which ‘The Agency’ hereby formally declares in ‘The Client’s’ favour, will impress all monies received by ‘The Agency’ for ‘The Client’.

Sequel/Prequels/Spin Offs:

‘The Agency’ will receive commission on all prequels, sequels or spin offs, renewed screen contracts, play transfers or repeated productions and will exclusively negotiate those contracts and will be entitled to receive commissions on any salary uplifts regardless of whether ‘The Client’ changes representation at a later date.

Work ‘The Client’ Finds Themselves:

‘The Agency’ will take ten percent (10%) for all work ‘The Client’ finds themselves, this includes checking the contract is reasonable, negotiating conditions and fees where possible, ensuring it is a proper contract with all necessary terms, invoicing, chasing payment and dealing with any problems should they occur. ‘The Client’ agrees to send all contracts to ‘The Agency’ before signing it.

‘The Agency’ will not take any commission on jobs that ‘The Client’ was offered prior to joining ‘The Agency’ however if the job contract ends and a new contract is later issued to repeat the job or to extend the length of the job or renew the job ‘The Agency’ will review the new contract and will be entitled to ten percent (10%) commission on the extension dates, renewal dates or repeat dates.

Low Paid Work:

All commission rates are applicable for all jobs that will be classed as low paid work. ‘The Agency’ shall reserve the discretionary right to charge commission on such jobs if ‘The Agency’ deems it fit and viable.

Renewed Contracts:

All renewed contracts, buyouts and extensions will attract an Agency Commission at the rates specified under the **COMMISSION** **RATES** schedule of this Contract.

Bank Charges:

‘The Agency’ shall also be entitled to deduct any bank charges in relation to remittances, international transfers and any extraordinary expenses incurred as well as any mutually agreed legal costs and fees from the gross salary.

1. **TERMINATION OF CONTRACT**

Termination Notice Period:

‘The Client’ agrees to be represented by ‘The Agency’ from the date of this contract after which time either Party may terminate the agreement with written notice at any time with seven (7) days’ notice except in the following circumstances:

Notice of Termination whilst Engaged in Professional Work:

The notice period for when ‘The Client’ has booked a Television (Including Streaming Media), Film (Feature) or Theatre job will be no sooner than thirty (31) one days after project has aired (or their final episode as aired if they do not appear in all episodes) or thirty (31 days) after the last Theatre Performance whichever finishes last. This means that should the notice be given before the project has aired or before the last performance, the notice period start date will be the day after the last episode they appear in has aired, the day after the film’s first air date (not including film festivals) or the day after the last performance, whichever is relevant and whichever finishes last, however if notice is given after the project airs or after the last performance, the notice period will begin from the day the notice has been given. This extension only happens once.

Commercial/advertising work, short films, theatre in education, rehearsed readings, expenses only or unpaid jobs will not trigger the notice period extension.

Talent Holding Agreements:

If ‘The Client’ signs a Talent Holding Agreement the seven (7) day notice period can only be given after the Talent Holding Agreement expires unless a job is booked during the Holding Agreement Term, in which case the six (6) month extension notice period above will apply to the said job.

Options:

Option Agreements are when a production company reserves the right to use the services of an actor or performer in a production at a later date. This production may be for a new project or a continuation of an already existing project of which the talent has been engaged in.

Should ‘The Client’ be signed to a Film or Television Option, then ‘The Agency’ will continue to receive commissions on those options regardless of whether ‘The Client’ has changed representation or not.

Small Roles, Understudy Non-Releases and Cut Roles, Exceptions:

If ‘The Client’ does not make the final cut or if ‘The Client’ is not credited, the termination notice period will revert back to seven (7) days, which can be served by either Party immediately once any of these scenarios has been confirmed. Either Party may serve the seven (7) day notice at any time after the last performance date of an understudy theatre role unless ‘The Client’ performs in the ensemble or covers the actor they are understudying in which case the 6-month notice period will apply as above.

Research and Development Jobs

If ‘The Client’ performs in a research and development project, should the play go on to be produced within twenty-four months of the last research and development job engagement date ‘The Client’ agrees that ‘The Agency’ shall handle that contract and receive full commission.

Sequels, Prequels and Spin Offs:

If sequel or prequel or spin off contracts are offered before the end of a notice period date, then the extension notice period will apply to that job.

Seeking New Representation During a Notice Period.

While ‘The Parties’ are engaged in a termination notice period ‘The Client’ has the right to consider representation elsewhere and take meetings with other agencies however due to the notice extension clauses ‘The Client’ may not be represented elsewhere until they are officially no longer represented by ‘The Agency’.

During the Notice Period

For avoidance of doubt, during the notice ‘The Agency’ reserves the right to represent ‘The Client’ in full until the full notice period is served. ‘The Client’ must keep ‘The Agency’ listed on their Spotlight and marketing materials. Failure to do so will be a material breach of this contract and may result in legal procedures.

Get Out of Extended Notice

‘The Client’ can choose to forfeit a job opportunity and leave ‘The Agency’ to avoid the extension notice period.

Immediate Termination:

This agreement may be terminated by ’The Agency’ at any time with immediate effect if ‘The Client’ becomes a liability to ‘The Agency’ including but not limited to criminal investigations or gross misconduct, which includes confidentiality breaches, conflict of interest breaches and reliability and reputational breaches.

Servicing Contracts After Termination:

If ‘The Client’ terminates ‘The Agency’s’ appointment, ‘The Agency’ will liaise with ‘The Client’ to ensure a smooth transfer to the new agent. ‘The Agency’ will continue to deal with all ongoing affairs, and will be the point of contact, including the servicing of contracts negotiated, renewals and renegotiations of contracts unless ‘The Agency’ chooses not to, in which case ‘The Agency’ would notify the new agent and let them continue the negotiations. ‘The Client’ agrees to make the new agent aware of this before signing.

Future/Pending Projects and Perpetuity:

The new representative/agency will be notified of all ongoing work and submissions (protected list) and ongoing discussions during the transition.

‘The Agency’ shall in any event remain entitled in perpetuity to receive full commissions on all contracts negotiated by ‘The Agency’, or which ‘The Agency’ have commenced negotiating on ‘The Client’s’ behalf, or which derive from any such contracts and/or on any subsequent extensions or renewals of contracts negotiated and/or initiated during the period that ‘The Client’ is/was bound by this contract. It is understood that meetings attended by ‘The Client’ are for the purpose of obtaining work and even though the Production Company may delay contracting ‘The Client’ the terms of this legally binding contract will apply ad infinitum and commission is payable to ‘The Agency’.

1. **AGENCY AGREEMENT**

This representation agreement document shall be kept confidential and ‘The Client’ agrees to not disclose it in full or in part to anyone besides a Legal Representative, Equity or ‘The Client’s’ personal Talent Manager.

1. **MISCELLANEOUS**

If ‘The Client’ changes their resident/postal address or legal name, ‘The Client’ shall be required to inform ‘The Agency’ of the new address and legal name immediately in writing.

1. **GOVERNING LAW**

These terms of business are governed and will be constructed in accordance with English law and are subject to the jurisdiction of the English Courts.

1. **BREACH OF CONTRACT**

Failure to adhere to the conditions set out in this contract will be understood to be a breach of contract, and ‘The Agency’ will reserve the right to legally pursue any breach of the terms and conditions stated in this contract even after this agreement has ended and representation has ceased to exist. This will include taking legal action to recover actual or potential loss of income.

For the avoidance of doubt, it is agreed that ‘The Agency’ reserves the right to override this contract with amended terms and conditions should the need arise. The new terms and conditions shall remain enforceable by law from the date of acceptance once signed by ‘The Client’ and this Agreement shall remain valid until the new agreement is signed.

‘The Agency’ may also decide not to alter the entire document but a section of it. In this case, ‘The Agency’ reserves the right to introduce an Addendum to alter that section of the contract. This Addendum shall not render this contract invalid, any changes to the conditions of this agreement will require a signature from ‘The Client’. An Addendum may also only communicate a change in the business such as a change or addition of management, an acquisition, merge, a change in the agency name, location and/or contact details, this type of Addendum, this agreement will remain valid and and this type of Addendum will not require ‘The Clients’ signature.

It is hereby noted again, that this contract and the terms within shall remain valid and enforceable by law from the date of acceptance once signed and returned in **full** by ‘The Client’ and ‘The Agency’.

The contract should returned by email if posted all pages must be signed by ‚‘‘The Client’ and ‚The Agency‘

Signed and agreed by:

Signature - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signatory Name**: Sandra Thompson-Quartey

On Behalf of The Artist & Creative Avenue

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Client’s Signature