

JC CASTING, Registered in England and Wales No 090303000018-17188.

Registered address:5 Dynevor Road London N16 ODL.

Terms and Conditions.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING OR REQUESTING ANY INFORMATION OR SERVICE FROM US AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THE CASTING SUITE WEBSITE AND BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MAY NOT USE OR ACCESS THIS WEBSITE. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND PLEASE FEEL FREE TO E-MAIL ANY ENQUIRY TO US AT

inf-castingdreams2009@live.co.uk

Introduction

1. We operate a website ("the Website") which provides a service ("the Service") enabling clients such as advertising agencies, television networks, production companies, agents, directors and photographers ("Clients") to source locations, performers, models and other services from people such as actors, artists, singers, libraries, "new faces" (selected members of the public) and location agents ("Contributors").
2. We are an employment agency as defined by the Employment Agencies Act 1973 in so far as we provide information for the purpose of finding certain Contributors employment with Clients. However our services are restricted to the provision of information only and we have no contract with Clients or Contributors other than these terms and conditions.
3. We operate and control the Website from England and we make no representation that any content or information within the Website is appropriate for use in any other jurisdiction. You agree as a Client or a Contributor that your contract with us ("the Contract") will be subject to these terms and conditions which shall be exclusive of any other terms and conditions and shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

Payment

4. Clients will access the Website free of charge where appropriate and obtain information submitted by Contributors. Contributors will pay a fee to submit and place information on the Website for access by the Clients.
5. The fees payable by Contributors will be set out in our price list from time to time which we shall be entitled to change at any time without notice.
6. You may pay us by credit or debit card (Visa, MasterCard, Visa Delta, Switch, Solo or such other card as we may otherwise agree);
7. All credit/debit card holders are subject to validation checks and authorisation by the card issuer and we may share your information with such third parties as are necessary to enable us to do such checks.
8. Payment will only be deemed to have been received by us when it has cleared into our bank account.

Duration

9. Subject to these terms and conditions, the Contract shall continue for as long as you continue to pay any fees owing to us for the provision of the Service.
10. We may suspend or terminate the Contract at any time with reasonable notice to you (unless we deem it necessary to

terminate immediately without notice).

11. You may request the termination of the Contract and removal of your information from the Website at any time. Your request must be in writing and addressed to us at our trading address and will not be effective until it is received. We shall endeavour to remove your information from the Website within 28 days of receipt of such request.

12. You agree that no refund of any fees will be due to you in the event of your terminating the Contract unless cancellation is within 7 days.

13. If the payment of any fees by you is not made in accordance with these terms and conditions you will be deemed to have requested the termination of the Contract as provided in clause 11.

Our obligations to you

14. As a Client, we shall grant you a non-transferrable licence to access the information on the Website and to use such information (including the sharing of that information with third parties) for the duration of the Contract.

15. As a Contributor:

(a) the information agreed to be disclosed will be accessible on the Website for the duration of the Contract; and

(b) we shall endeavour to update your information within 10 days of a request from you. However, you acknowledge that your information will not be updated until all fees payable to us in respect of the Service and updates have been received by us in full.

16. We shall use our reasonable skill and care to ensure that information on the Website is accessible to other users. We reserve the right to remove any information supplied from you from the Website at any time. You acknowledge that the Website is subject to change from time to time and you will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of any information or the Website.

17. We will take all reasonable precautions to keep your information secure, but unless we are negligent, we will not be liable for unauthorised access to information supplied by you. The Company makes only limited checks on its clients and cannot guarantee that the restricted access element to the site is limited only to professions in the industry. The Company is not responsible for the well-being of individuals used by Clients having been sourced on the Website.

18. We may change these terms and conditions from time to time, and your continued use of the Website following such change shall be deemed to be your acceptance of such new terms and conditions. It is your responsibility to check regularly to determine whether these terms and conditions have been changed.

Your Obligations to us

19. You will pay all fees owing to us on the due date for payment under the Contract. All charges shall be inclusive of Value Added Tax (unless otherwise stated) for which you will be additionally liable at the applicable rate from time to time.

20. If payment is not made on the due date we shall, without limiting any other rights, be entitled to charge interest on the outstanding amount (both before and after judgement) at the rate of 3 per cent above the base rate from time to time of Lloyds TSB Bank plc from the due date until the outstanding amount is paid in full.

21. As a Contributor you acknowledge and consent to the fact that all information with which you supply us may be posted on the Website for general access and use by Clients (including their sharing such information with third parties) and we are not required to obtain the consent of any third party for this purpose. Your contact details will only be available to Clients with passwords to the restricted access area of the Website.

22. You agree not to use the Website for any illegal purpose and agree to use it in accordance with all relevant laws. All

information with which you shall supply us is accurate and not of a defamatory, offensive or obscene nature.

23. You will not use the Website in any way which may cause the Website to be interrupted, damaged, rendered less efficient or in any manner that violates or infringes rights of third parties.

24. You will not attempt any unauthorised access to any part or component of the Website and you agree that in the event that any claim or action against any other user of the Website arises out of your or their use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

25. You are responsible for maintaining all computer equipment and peripherals and telecommunication charges necessary to access the Website.

26. All correspondence from you to us must state your username, together with your name, postal address and e-mail address (if applicable). Proof of posting shall not be accepted as proof of receipt by us. We shall be entitled to require additional evidence of your identity for security purposes from time to time.

27. You undertake to us that you comply with all provisions applicable to you under the Data Protection Act 1998 and all European Directives and regulations relating to the protection of personal data ("DPA Laws"). You shall maintain throughout the duration of the Contract such registrations and notifications as are required under the DPA Laws, together with such consents from data subjects as are sufficient to permit you to disclose the data to us for the purposes of our providing the Service in accordance with these terms and conditions.

28. You shall retain sufficient copies of all items and information including (but not limited to) film, voice-overs, photographs, curriculum vitae and portfolios submitted to us for the purposes of providing the Service. You acknowledge that although we shall make every effort to comply with specific requests from you to return such items, we shall be under no duty to do so. If you do make such a request and we are able to comply with that request we shall require you to pay all postage costs incurred. WE ACCEPT NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO ANY ITEMS HOWSOEVER CAUSED AND YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ARRANGE INSURANCE FOR ANY RISK TO SUCH ITEMS.

Passwords/Usernames

29. We may issue you with a password and/or a username for use in connection with the Website. All passwords and/or usernames issued by us to Clients are exclusive and non-transferable and must be treated as strictly confidential at all times. As a Contributor you may share your password and/or username details with any third party provided that sufficient care is taken by you to ensure compliance with these terms and conditions and that such access is not abused by that third party.

30. In the event that you become aware of a breach or potential or suspected breach of clause 29 above then you must inform us immediately by e-mail to inf-castingdreams2009@live.co.uk and thereafter by post to 5 Dynevor Road N16 ODL.

31. We reserve the right to withdraw your password and/or your username at any time without notice. In these circumstances we shall issue you with a new password and/or username provided that you have not caused or contributed to any breach of security by not complying with these terms and conditions.

32. For the avoidance of doubt you shall remain responsible for all actions and charges incurred when access to the Website is obtained through the use of your password and/or username whether authorised or unauthorised.

Limitation of Liability

33. We make no warranties, whether express or implied, in relation to the accuracy of information on the Website and any software or material downloaded from the Website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, howsoever caused as a result of any computer viruses or other technical fault.

34. We make no warranty that the Website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected or that the Website or the server that makes it available will be free of viruses or bugs or represents

the full functionality, accuracy and reliability of materials, and we shall have no liability to you to refund all or any part of the subscription or other fees payable.

35. The information made available to Clients is provided by Contributors and you acknowledge that we do not verify the accuracy of such information. Other than in respect of fraudulent mis-statement or misrepresentation we therefore exclude and disclaim:-

(a) all liability (including for defamation, breach of confidence, intellectual property right infringements, invasion of privacy and negligence) to the fullest extent permitted by law for any damages or losses whatsoever arising from any inaccuracy, incompleteness or unavailability of the information and your reliance on such information;

(b) all liability to the fullest extent permitted by law for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits, legal costs, any expenses, loss or damage to data or equipment, or other indirect or consequential losses) arising in contract, tort, breach of statutory duty and whether or not arising from a third party claim against you or otherwise from your use of or inability to use the Website or any information appearing on the Website, or from any action or decision taken as a result of your using the Website or any such information or associated service.

The statutory rights of consumers are not affected.

Indemnity

36. Without restricting any other rights or remedies we may have, you agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity basis, suffered or incurred by or awarded against us and arising out of any breach of these terms and conditions by you or arising directly or indirectly as a result of the inaccuracy or incompleteness of information provided on the Website or your use of the Website, or the use by any other person accessing the Website using your password and/or username.

Assignment

37. You shall not assign, delegate or otherwise transfer all or any rights and obligations under these terms and conditions.

38. We shall have the right to assign or otherwise delegate all or any of our rights and obligations under these terms and conditions upon notification to you through publication on the Website.

Intellectual Property Rights

39. Unless otherwise stated, the copyright and similar rights in all material published on the Website (except for those items where copyright is acknowledged at source) are owned by us or our licensors. You are permitted to print this material for your own personal use or to share such information with third parties. However you may not (whether directly or indirectly through the use of any software program) create a database in electronic or manual form by regularly or systematically downloading and storing all or any part of the pages from the Website. No part of the Website may be publicly displayed by you. No part of the Website or any material appearing on the Website may be reproduced or stored in or transmitted to any other web site. You may not post any content from the Website to newsgroups, mailing lists or electronic bulletin boards.

Waiver

40. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision of these terms and conditions.

Privacy Policy Statement - Clients and Contributors

We may collect certain information about you in the course of our dealing and through transactions with you. We take privacy and security of customer information seriously and operate a high level of internal security. We will treat your personal data as confidential and will only use it as set out in this privacy policy. By dealing with us you agree to us collecting and using your

personal information in accordance with the details below.

What information will we collect about you?

We will collect information about when you register with us, when you use the Service and when you contact us either by post, facsimile, email or by telephone. We will also collect data regarding your usage of the Website.

How will we use the information we collect about you?

We will do the following with your personal information:

o store and use it to

(a) provide you with any services which you order from us;

(b) update the Website from time to time;

(c) secure and process your payment; and

(d) maintain evidence of your being a subscriber to the Service

o disclose it to third parties in the United Kingdom who supply us with the goods or services;

o monitor and improve and develop the services we offer by analysing your information including information related to your usage of the Website; and

o send you information about products and services which may be of interest to you.

We will not sell or give your personal data away other than as provided under these terms and conditions and this privacy policy.

Will we share your information with anyone else?

We may contact you with information about products or services which may interest you. If at any time you no longer wish to receive such correspondence please contact us as detailed below and we will remove you from our mailing list. We may also need to pass your personal information to anyone to whom we transfer our rights and duties and we may also disclose your information to any applicable regulatory body or if the law requires or allows us to. However, we shall not assign or impart your credit card details to any third party without your prior written consent.

We may transfer your personal data outside the United Kingdom or the European Union to countries which may not have the level of data protection equivalent to the United Kingdom.

Can you upgrade your information?

You may update your information by contacting us by letter or email or telephone as set out below. Please help us keep your personal data up to date by notifying us of any such changes in accordance with this privacy policy.

Can you ask for a copy of the information we hold?

We pledge our intention to fully comply with the requirements of the Data Protection Act 1998 ("the Act"). You have certain rights under the Act including a right to access the information we hold about you. This right is subject to certain conditions including the payment of a reasonable fee in respect of such access. Please contact us as set out below for further information.

Privacy Policy Statement - Applicants for information

We may collect certain information about you in the course of our dealing and through transactions with you. We take privacy and security of customer information seriously and operate a high level of internal security. We will treat your personal data as confidential and will only use it as set out in this privacy policy. By dealing with us you agree to us collecting and using your personal information in accordance with the details below.

What information will we collect about you?

We will collect information about when you contact us either by post, facsimile, email or by telephone.

How will we use the information we collect about you?

We will do the following with your personal information:

o store and use it to provide you with information relating to services we offer

We will not sell or give your personal data away other than as provided under these terms and conditions and this privacy policy.

Will we share your information with anyone else?

a) Option to receive further information about promotions or services

We may contact you with information about products or services which may interest you. If at any time you no longer wish to receive such correspondence please contact us as detailed below and we will remove you from our mailing list. We may also need to pass your personal information to anyone to whom we transfer our rights and duties and we may also disclose your information to any applicable regulatory body or if the law requires or allows us to.

We may transfer your personal data outside the United Kingdom or the European Union to countries which may not have the level of data protection equivalent to the United Kingdom.

b) Option not to receive further information about promotions or services

We may need to pass your personal information to anyone to whom we transfer our rights and duties and we may also disclose your information to any applicable regulatory body or if the law requires or allows us to.

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Cookies

Cookies are files we transfer to your computer's hard disk. Cookies can store information about your preferences and other information which you need when you visit a website, helping to avoid the need to type the same information on each visit. We can also use cookies to show us how you are using the Website, which uses cookies in order to personalise our service and to help you use the Website more easily. Most web browsers automatically accept cookies. However, you do not necessarily have to accept them, since your browser may allow you to turn off this feature.

Booking models and artists represented by JC CASTING agency

As required by the department of employment, JC CASTING confirmation form must be signed and returned by client in advance of all model/talent bookings.

1. booking fees – must be agreed in advance of a shoot

2. permitted use - where a usage fee has been agreed fees cover the right to use one image for one year from the date of the booking (in the uk only) unless otherwise specified and agreed. For all international bookings usage must be specified by the client and fees negotiated prior to booking.

3. daily/hourly rate – all booking fees are negotiated by the daily or hourly rate with a minimum 4 hour booking. The daily rate is

negotiated for an 8-hour day inclusive of one-hour lunch.

4. Overtime - overtime rates apply before 9am and after 6pm.

a. The overtime rate is at the hourly rate before 9am and between 5pm and 6pm.

b. The overtime rate is at one and a half times the hourly rate between 6pm and midnight.

c. A special rate is negotiated for work carried out between midnight and 9am.

d. All work carried out on a Saturday is at one-and-a-half times the normal rate.

e. All work carried out on a Sunday or bank holidays is at double the normal rate.

f. All photographic work expected to run into overtime should be highlighted to agency prior to booking.

5. Travel – travel time and expenses. For models travelling to and / or from an assignment on the assignment day travel will be charged at half the hourly rate for the duration of the journey time for all assignments outside of a five-mile radius Piccadilly circus. For assignments requiring a model to travel to and / or from the assignment on the day preceding or after the assignment, travel will be charged at half of the normal daily rate for a whole or part day of travel. In cases reasonable expense incurred by a model in fulfilling an assignment will be added at cost to the invoice.

6. Fittings - fees for fittings are charged at half the hourly rate with a minimum £50 per hour.

7. Location bookings – in the event of a model/artist being prevented returning to London half the daily fee is to be paid.

additional fees

To be negotiated and agreed at time of booking.

8. (A) usage. Additional fees are payable for the right to use images (or reproductions, or adaptations of, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings (to include electronic imaging) for all known or anticipated purposes other than the initial permitted use (e.g. packs. Posters, show cards, record covers. Swing tickets etc).

(b) Territory. Additional fees are also payable for the right to use images (or reproductions or drawings including electronic imaging) for all known or anticipated territories other than the UK.

9. (A) additional usage. It is the clients responsibility to notify the agent and negotiate fees (including extensions of existing agreements) for any usage which may be required or anticipated subsequent to the time of the booking as per

8(a) above.

(b) Additional territory. It is the client's responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any territory which may be required or anticipated subsequent to the time of booking as per 8(b) above.

Agency fees

10. (A) all bookings excepting equity contract TV commercials. The agency charges a supplement of 20% on all hourly, daily fees. Both agency fees and model/artist fees will be invoiced by the agent.

(b) Fees. The fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 20% of the invoice total. Vat and agreed expenses will be added where appropriate.

11. On all invoices payment is required within 30 days of date of invoice. In all cases the company booking the model/artist will

be invoiced and solely responsible for payment unless otherwise agreed at the time of the booking. We reserve the right to invoice the 'ultimate client' (i.e. The designer / manufacturer / owner of the product in question) in the event of non-payment.

12. Exclusion fees- a special fee will be negotiated when the work is in conjunction with a product which precludes work for competing products. It is the client's responsibility to check whether conflicting work has been carried out by the model/artist. If a model/artist advertises a product he / she is able to work for any competitor unless an exclusion fee is negotiated.

13. Provisional bookings – provisional bookings will be automatically cancelled if they are not confirmed within 48 hrs of the proposed booking or if a definite booking is offered and the provisional cannot be confirmed.

14. Cancellations- if a booking is cancelled within one working day of the starting time the full fee will be charged unless the same model/artist is rebooked within 24 hrs in which case half the fee will be charged.

If a booking is cancelled outside the one-day period but within two working days of the starting time then half the fee will be charged.

Booking of more than three days duration: if the booking is cancelled within a period equal to the length of the booking, then the full fee will be charged. Saturdays / Sundays and bank holidays are excluded from these calculations. If a booking is cancelled or otherwise does not take place because a model/artist does not have an appropriate visa or because for reasons beyond the model/artists or agents control, the client and any other party shall have no right to claim against the model/artist or agent for any losses incurred.

15. Weather permitting bookings. At the first cancellation, a half fee is charged unless the client fails to cancel in time to prevent the model/artists attendance, when the full fee is payable. At the second cancellation the full fee is charged.

16. Meals-clients are responsible for model/artists meals on all bookings outside the London area.

17. Fashion shows – payment of the agreed fee confers the right to make use of model/artists services on the catwalk for the specified show and the right to use photographs and video of the show for reporting purposes only. Any other usage must be negotiated at the time of the booking.

18. Videos- all fees will be invoiced to the record company. For all videos the normal daily rates apply plus a buy-out to be negotiated prior to booking.

19. Test and experimental photography. A photographer is not entitled to use test and experimental photographs for commercial purposes unless specific arrangements with the agency have been made before the photographic session.

20. Copyright. The photographer is not entitled to use any of the images taken for any usage beyond that agreed under sections 2,8,9 above. The photographer to this extent agrees to restrict use of his copyright and if the casting suites client is not a photographer, the client is to draw these terms and conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

21. Complaints. Any cause for complaint should be reported as it arises. Complaints cannot be considered in retrospect.

Please note.JC CASTING contracts as agent and not principal.

The terms and conditions take precedence over any terms and conditions which these terms and conditions take precedence over any terms and conditions which may be received from the client even if those terms and conditions have a clause similar to this.

All fees are to be negotiated only with JC CASTING.

Whilst every endeavour is made to provide satisfactory and efficient service to our clients we cannot be held responsible for a models/artists conduct on an assignment. We reserve the right to negotiate within the structure of these terms and conditions.

This agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts.

Contacting us

If you:

- do not wish to receive marketing material; or
- wish to update your personal information or request access to it: or
- have any other queries or requests about our processing of your personal information.

Please telephone us on 079 3028 2081 or fax us on 075 3695 2410 or email us inf-castingdreams2009@live.co.uk or write to us at:

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