

## **AGENCY AGREEMENT – Terms and Conditions**

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The term 'the Agency' refers to Candy's Model & Talent cc.

1. I do not belong to or am associated with any other Model Agency.
2. The onus is on the Model/Artist or Parent/Guardian to advise the Agency when the Artist is called for a casting or shoot.
3. A Model/Artist may not attend a casting without the permission of the Agency.
4. Due to the nature of the business, modelling should be regarded as an extra mural activity that may require some time off school.
5. The Model/Artist and or Parent/Legal Guardian act at their own risk and indemnify and hold the Agency and or any of its employees harmless against any claim for loss, damages or any injury that may arise in the course of services in accordance with this agreement.
6. If the Model/Artist or Parent/Legal Guardian causes the Model/Artist to fail or refuse to perform or comply with any material in terms or conditions hereof, other than by reason of incapacity, then the Agency shall have the right to terminate this agreement upon written notice thereof to the Legal Guardian, and the Legal Guardian shall be held liable for any prejudice/damages suffered by the Agency..
7. The Agency's commission is 20% of Model/Artist fees. We are VAT registered and VAT is payable on commission.
8. You must be registered with SARS as a taxpayer before any payment can be made. It is the responsibility of the Model/Artist to submit their tax returns. The Production Company deducts PAYE before paying the Agency. The Model's IRP 5 is issued by the Production Company and NOT the Model Agency.
9. Payment is made in Model/Artist's name. It is the responsibility of Model/Artist to ensure that we have their correct banking details. The Agency does not pay out fees before receiving them from the client. The Agency payment run is done at the end of each month. The Agency cannot be held responsible for any late or non-payments by the respective client. The Agency cannot be held responsible for payment for any commercial flighted beyond the specified time period.
10. The 20% booking fee charged to the client is not deducted from the model fee.
11. The Model/Artist and or Parent/Legal Guardian hereby appoints the Agency as his sole and exclusive Agent to manage, negotiate, conclude, renew and sign contracts for and on behalf of the Model/Artist. I undertake not to accept any engagement or any performance of any nature whatsoever without prior consent of the Agency and to refer all requests for work received by the Model/Artist to the Agency on the basis that the Agency shall be the only authorised party to conclude contracts for and on behalf of the Model/Artist, no other agreement will be valid. I also give permission for the agency to sign the Parental Permission Form on my behalf as and when my child is booked for a shoot.
12. The Model/Artist and or Parent Legal Guardian hereby agrees that all amounts due by the client in terms of any contract/agreement shall be paid to the Agency who shall deduct such amounts as are due to the Agency in terms of this agreement and any other expenses incurred by the Agency on the Model/Artist's behalf.
13. Under no circumstances are parents or Model/Artists to contact our clients e.g. Casting Directors, Advertising Agencies and Productions Companies without the Agency's permission.
14. Should any person accompany you or attend a casting or shoot with you be approached to take part in any casting or shoot, they will be deemed to be represented by Candy's Model & Talent cc. Should you be approached or attend any other casting/s as a direct or indirect result of having attended a casting or shoot for Candy's Model & Talent cc, you acknowledge that you will be represented by Candy's Model & Talent Agency. These bookings can only be authorized by the Agency
15. Artist should NOT change appearance in any way from original casting without prior approval from the Agency.
16. The Model/Artist is bound to the conditions of this agreement for 12 months from date of signature. Should you wish to terminate this agreement after the first year, a 90 days written notice is required. No other booking other than through Candy's agency will be valid until this notice period has expired.
17. Should the applicant/Model have any physical or mental disabilities this must be noted under "Additional Information".
18. I have read and fully understand the above Agreement and I do hereby consent to and approve all of all its terms and conditions.

NOTE: If the Model/Artist is a minor (under age 18) a Parent/Legal Guardian must sign on their behalf.

## IMPORTANT INFORMATION ON TERMS AND CONDITIONS IN THE MODEL INDUSTRY FOR ADULTS AND CHILDREN.

- Our clients request to see photographic portfolios of models before making selections of who they would like to see at their castings.
- We will always put you/child's portfolio forward for work/castings when you/child fit the client's criteria.
- Casting and shoot information will be communicated via email.
- A **casting** is the **audition** for a shoot and is **not** a booking or confirmation of the job.
- Should you not hear from us after you/child have attended a casting, you must accept that it is because you/child have not been selected for that particular shoot.
- An **option** is when a client has made a shortlist of suitable candidates and first needs to confirm availability before making a final selection. An option is not a booking.
- When you confirm that you/child will be available for the option dates, it is a commitment that you/child will be available, should you/child be selected.
- A **booking** is the confirmation of the shoot/job.
- Unfortunately it is not up to the agency to make the final decision as the client selects who they are booking for a shoot.
- You are responsible for your child and no one can ask you to leave your child on set but always remember that the client has to work "one on one" with your child without you being visible, as this can cause a distraction for your child and disrupt the shoot. Only **one** additional person/guardian is allowed to accompany a child on set.
- Should anyone from the production company contact you directly, do not assume we/the model agency have also been informed. Always take note of the name of the person and their contact number. We cannot be held responsible for any information or instructions given to you by anyone other than from the model agency. If we are not informed, we cannot invoice them.
- **Never** sign any agreements on set, other than the time sheet, without first verifying the details with the agency first.
- Once you have finished a shoot, always email or Whatsapp us the details of the times you were on set. i.e. when you arrived (call time) and when you left (wrap time). Ask to sign the time sheet and check that the correct times have been recorded.
- Please note that the production companies can take up to 90 days to pay their invoices. Most pay before the 90 days. The model agency does not pay out any fees before receiving them from the client. The agency does a payment run at the end of each month. Once the fees have been paid, you will be informed and sent a breakdown of the payment. Should you not receive payment after 90 days after doing the shoot, please follow up with the agency.
- It is required by law that all models, **irrespective of age**, must register with SARS for a tax number.
- Should you not have a tax number, you can still submit your application form and apply for a tax number at a later stage. You can wait until booked for a commercial/shoot, or contact Azaan van Eeden who is a tax practitioner at [azaan@vaneedentax.co.za](mailto:azaan@vaneedentax.co.za), who can apply for one on your behalf for a nominal fee. She is able to issue you with a SARS tax number and in most cases she will give it to you within 1 day of applying.
- The production company will **not** pay out any fees without the model's tax information.
- The production company deducts a standard 25% PAYE which is **refunded** by SARS (should you not be liable to pay any taxes) when you do your tax returns.

Please contact our office on 021 715 1987 or cell 083 274 6595 / 082 565 0024 immediately should you be at a casting or on set and are informed of anything you do not understand, or are uncertain of or unhappy about any of the conditions your child may be in.