

TERMS AND CONDITIONS OF SUPPLY OF EXTRAS BY UVE DIGITAL LTD

1. Acceptance of Terms and Conditions

The Client shall be deemed to have accepted and agreed to these terms and conditions ("the Terms"), (which shall prevail over any other terms and conditions put forward by the Client and contains the entire agreement between the parties unless otherwise agreed in writing by a director of the Agency), when any of the following events occurs:

- 1.1 the Client requests the Agency to Introduce and/or supply an Extra for any position; or
- 1.2 the Client Engages an Extra in any capacity; or
- 1.3 an Extra begins work for the Client in any capacity; or
- 1.4 the Agency provides any of the Services to the Client.

The Agency may amend these terms from time to time by posting updated terms to its Website or emailing the Client. It is the Client's responsibility to ensure that it checks that it has reviewed the latest terms prior to requesting any Services from the Agency.

2. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

"Agency"		UVE Digital Ltd., a company registered in England and Wales under company registration number 15297560 of The Stables, 23b Lenten Street, Alton, Hampshire GU34 1HG.
"Agreement"		the agreement between the parties incorporating these terms and conditions.
"Assignment"		means the period during which an Extra performs services or carries out work for and on behalf of the Client, beginning with when the Extra first commences duties and ending on the cessation of the work or services.
"Client" "Employer"	or	any person, firm or company who approaches the Agency with a view to Engaging or otherwise employing an Extra, or any person, firm or company to whom an Extra is Introduced or supplied by the Agency.
"Engage(s)" "Engagement" "Engaged")	(or or	the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of an Extra by or on behalf of the Client whether as an extra or background artist and including without limitation any Upgraded Role or other role.
"Extra"		a person Introduced by the Agency to the Client to be considered for an Engagement as an extra, background, artist and any Upgraded Role.

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“Fee”		the fees payable by the Client to the Agency as the agent of an Extra for an Engagement of an Extra Introduced by the Agency and such other sums (e.g. expenses) which are from time to time agreed to be paid to an Extra.
“Introduce” “Introduction”)	(or	the provision to the Client of any details, whether written or oral, of an Extra, whether or not the Client had knowledge of that Extra before the Introduction.
“Parties”		the Agency and the Client, and ‘Party’ shall mean either one of them.
“Regulations”		the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and the Agency Workers Regulations 2010 as amended.
“Services”		search for Extras for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency; and
“Upgraded Role”		has the meaning in section 4.7.

3. Agency Obligations

- 3.1 The Agency shall provide the Services to the Client subject to these Terms and in consideration of the Client paying Fees to the Agency. Where the Agency agrees on behalf of an Extra to an Engagement it warrants, unless it has notified the Client otherwise, that it is authorised to do so on behalf of the Extra for that Engagement provided that it is solely the responsibility of the Client to ensure that the Extra enters into such documentation that the Client requires with regard to the services of the Extra including without limitation any assignment or waiver of rights and any confirmations from the parents or guardians of minors (i.e. Extras under 18) as the Agency has no authority to deal with such matters on behalf of the Extras.
- 3.2 The Agency shall use reasonable endeavours (but at its sole discretion) to Introduce to the Client an Extra suitable to carry out work of such nature as the Client shall notify to the Agency. The Agency does not represent, warrant or undertake to find a suitable candidate or any Extra for each vacancy notified to it by the Client.
- 3.3 When Introducing an Extra to the Client for employment, the Agency is acting as an employment business as defined in the Regulations. Nothing in this agreement shall ever render Extras to be employees of the Agency in any way.
- 3.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure the suitability of any Extra Introduced to the Client by obtaining confirmation of the Extra’s identity; that the Extra has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Extra is willing to work on the Assignment.
- 3.5 At the same time as proposing an Extra to the Client the Agency shall inform the Client of such matters in clause 3.4 as it has obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Extra is being proposed for an Assignment

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which is the same as one in which the Extra has worked within the previous five business days and such information has already been given to the Client.

- 3.6 By requesting the Agency to Introduce Extras for a vacancy, the Client authorises the Agency to advertise such a vacancy whether on its website, by email or otherwise.
- 3.7 If the Client breaches any of these Terms, the Agency reserves the right to withdraw, without notice, any Extras supplied without incurring any liability to the Client.

4. Fees and Payment

- 4.1 The Client (Employer) shall pay all Fees to the Agency without deduction or set off **and shall not pay any Extra directly**. The Fees shall be as agreed at the time of agreeing the Engagement. The Agency warrants that it is authorised by the Extra to receive payment of the Fees unless the Agency has notified to the Client the contrary in writing.
- 4.2 The Fees for any Engagement may be invoiced at any point after services have been provided by the relevant Extra.
- 4.3 The payment of the Fees shall be made by the Client to the Agency within 14 days of the date of the Agency's invoice. At the Agency's sole discretion, it may require some or all Fees to be paid in advance.
- 4.4 If, after an offer of an Engagement has been accepted by an Extra, the Client withdraws the offer, the Client shall be liable for a cancellation fee as set out by the relevant union pay agreements (where the Fees have been set by reference to them). Where their Fees have not been agreed by reference to a union pay agreement, if the offer is withdrawn less than 24 hours before the date of the Engagement 50% of the Fees will be payable unless the Engagement is cancelled after 17:30 the day before the Engagement is due to commence, in which case 100% of the Fees will be payable.
- 4.5 All amounts stated are exclusive of VAT, which will, if applicable, be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.6 If the Client does not make a payment by the due date, then the Agency shall be entitled:
 - 4.6.1 to charge a late payment fee of 10% of the outstanding amount; and
 - 4.6.2 to charge interest on the outstanding amount at the rate of 4% a year above the base lending rate of Barclays Bank plc., accruing daily; and
 - 4.6.3 to require the Client to pay, in advance, for any services of an Extra (or any part of the Services) which have not yet been performed; and
 - 4.6.4 not to perform any further Services (or any part of the Services).
- 4.7 On some occasions, once filming has concluded, it may be that the Extra's status for that Engagement is of a higher contribution level than that first agreed ("Upgraded Role") in which case the Extra may be entitled to enhanced Fees from the Client. Any negotiations in connection with any Upgraded Role relating to an Extra that has been Introduced must only be undertaken with the Agency (i.e. not with the Extra) and for the avoidance of doubt all Fees relating to the Upgraded Role must be paid to the Agency as the Extra's agent.

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- 4.8 All Fees must be paid to the Agency's client account, details of which appear on the Agency's invoices and which are available on request.
- 4.9 The Agency's accounts department offers one of either two services to Clients:
 - 4.9.1 a full payroll service is supplied as standard; the Agency will process payments, produce payment remittances and forward them on to Extras on behalf of the Client; or
 - 4.9.2 if Extras are placed under a PAYE Employment Contract with the Client, the Extras must be processed through the Client's payroll service. Payments and payslips must be forwarded to the Agency from the Client, and the Agency will forward these on to the Extras.

5. Client's Obligations and Acknowledgments

- 5.1 All communications with Extras Introduced by the Agency for an Engagement must other than while on set be made through the Agency.
- 5.2 Health and Safety is the responsibility of the Client and the Client must have suitable employer's liability and public liability in place to cover all the Extras it Engages through the Agency. A failure to comply with Health and Safety regulations shall constitute a material irremediable breach of this agreement. Relevant Health and Safety information must be relayed to the Extra in line with the Employment Agencies Act 1973.
- 5.3 When requesting the Agency to Introduce Extras for a vacancy, the Client shall provide to the Agency the following information:
 - 5.3.1 the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
 - 5.3.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
 - 5.3.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks.
 - 5.3.4 the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
 - 5.3.5 any expenses payable by or to the Extra;
 - 5.3.6 the minimum rate of remuneration, the intervals of payment and any other benefits;
 - 5.3.7 where applicable, the length of notice to which the Extra would be entitled to receive or be required to give for termination of the Engagement;
 - 5.3.8 whether the vacancy involves working with vulnerable persons.

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- 5.4 The Client shall satisfy itself as to the suitability of any Extra for the vacancy for which the Extra has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
 - 5.4.1 check the validity of the Extra's qualifications;
 - 5.4.2 ensure, where appropriate, that the Extra is capable of operating any equipment or machinery to the necessary level;
 - 5.4.3 not allow any Extra to undertake any work other than that which has been notified to the Agency by the Client in placing the order for the Extra in accordance with clause 5.3;
 - 5.4.4 obtain any work or other permits needed by the Extra; and
 - 5.4.5 ensure that the Extra satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 5.5 By agreeing to Engage or make use of an Extra in any way, the Client shall be liable to pay the Fees.
- 5.6 The Client:
 - 5.6.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Extra or the Agency if it Engages an Extra to fill a vacancy; and
 - 5.6.2 shall inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Extra or the Agency.
- 5.7 If the Client is to lend money to the Extra in order to meet travel or other expenses, the Client shall notify the Agency and:
 - 5.7.1 shall provide the terms of such loan to the Agency; and
 - 5.7.2 warrants that the repayment terms of such loan shall not require the Extra to repay a greater sum than the sum lent.
- 5.8 The Client acknowledges to the Agency that:
 - 5.8.1 should the information required by clause 5.3 be incorrect, misleading or not given in a timely manner then that will impact on the Agency's ability to perform its duties.
 - 5.8.2 it has had the opportunity to read the contract entered into by the Extras with the Agency and is satisfied with the clauses assigning rights from the Extra to the Agent and is aware that it is the Client's duty to ensure that the Extra adheres to any requirements that the Client may have.
 - 5.8.3 It shall comply with its obligations under the Regulations and in particular:
 - 5.8.3.1 Insofar as it lies within the Client's power to do so, ensure that the Extra receives any rights in relation to basic working and employment conditions to which they are entitled to; and

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5.8.3.2 In accordance with the Agency Workers Regulations 2010, ensure that unless less favourable treatment is justified on objective grounds, the Extra is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in that Regulation).

5.8.4 The Client acknowledges and agrees that the Extras are Engaged under contracts for services and are not employees of the Agency, and are therefore deemed to be under the supervision and control of the Client until their Assignment ends.

6. Warranties, Liability and Indemnities

6.1 The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Extra for any vacancy.

6.2 The Agency confirms that, in Introducing any Extra to the Client, it is not aware of anything which will cause any detriment to the interests of that Extra or the Client if the Client Engages the Extra to fill a vacancy except as notified to the Client.

6.3 Neither the Agency nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of an Extra, unless such loss, damage, costs or expenses are the direct result of the gross and wilful negligent acts or omissions of the Agency. In particular, but without limiting the generality of the foregoing, the Agency shall not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

6.3.1 any failure of the Extra to meet the Client's requirements for all or any of the purposes for which the Extra is required by the Client;

6.3.2 any act or omission of an Extra, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or

6.3.3 any loss, injury, damage, expense or delay suffered by an Extra.

6.4 Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed 15% of the Fee(s) paid or due to be paid by the Client to the Agency under this Agreement in relation to the Extra to which the Claim relates in the 12 months preceding the date on which the act or omission giving rise to the Claim occurred. This represents the amount of commission payable to the Agency for any such introduction of the Extra(s).

6.5 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 6.5 shall not apply to clause 6.6.

6.6 The Client shall indemnify and hold harmless the Agency from and against all claims and losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:

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- 6.6.1 any loss, injury, expense or delay suffered or incurred by an Extra, however caused, and/or
- 6.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Extra, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, that arises directly or indirectly out of or in any way connected with the Introduction, Engagement or use of an Extra, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Agency or the Client's breach of these Terms. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 6.7 The parties will comply with all applicable data protection legislation and regulations in force (including but not limited to UK GDPR and the Data Protection Act 2018, and any modifications or re-enactments of them for the time being in force). To the extent that either party suffers loss that is caused by the other party's failure to adhere to the data protection legislation, it shall be indemnified by the other party.

7. Website Use

- 7.1 Clients who are fully registered on our website are able to use our online services to search and create lists of Extras that can be submitted to UVE Digital Ltd. This is an optional service which a Client may or may not choose to make use of.
- 7.2 When registering as a Client (or "Caster") the Personal Information that you provide to us must be accurate.
- 7.3 In using our online services, you agree:
 - 7.3.1 to notify us immediately if you become aware of any unauthorised access to your Client account or unauthorised use of your username or password;
 - 7.3.2 not to disclose your password to anyone or allow anyone else to use your account;
 - 7.3.3 to update your information by logging into our website if any of the information you provided changes or ceases to be correct.
- 7.4 We reserve the right to refuse you access to our online services or to remove your online privileges without prior notice.

8. Termination

- 8.1 Either party may terminate this Agreement on written notice to the other party. The notice shall take effect as specified in the notice.
- 8.2 The Client shall pay the Agency for all services provided by any Extra Introduced by the Agency notwithstanding termination of this Agreement.

9. General

9.1 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

9.2 Assignment

Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this Agreement to any person to whom it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.

9.3 Entire Agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

9.4 Waiver

No failure or delay by the Agency in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.5 Agency, Partnership, Etc.

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

9.6 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

9.7 Publicity

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The Client consents both during and after termination of this Agreement to the Agency being able to use its name and logos and the name and logos of any production for which Extras have been provided on its websites and for generally promoting its services.

The Agency may also use public promotional materials, including but not limited to posters, trailers and social media content. This may include digital use, for example content shared on the Agency's website and social media channels, or physical use, for example where such materials are displayed on Agency premises such as its business offices.

9.8 Interpretation

In this Agreement unless the context otherwise requires:

- 9.8.1 words importing any gender include every gender;
- 9.8.2 words importing the singular number include the plural number and vice versa;
- 9.8.3 words importing persons include firms, companies and corporations and vice versa;
- 9.8.4 references to numbered clauses are references to the relevant clause in this Agreement;
- 9.8.5 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 9.8.6 the headings to the clauses of this Agreement are not to affect the interpretation;
- 9.8.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 9.8.8 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

9.9 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Party set out in clause 2.

9.10 Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

9.11 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it (other than any

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Extras Introduced to the Client) any right to enforce any of its provisions.

10. Confidentiality

- 10.1 Each party undertakes that it shall not at any time or at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information which is confidential in nature concerning the business, affairs, customers, clients or suppliers, plans or strategy ("Confidential Information") of the other party or of any member of the group companies to which the other party belongs, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's Confidential Information:
 - 10.2.1 To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 10; and
 - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. Alternative Dispute Resolution

- 11.1 In the event of an issue or dispute arising under this Agreement which the parties are unable to resolve within 28 days of the issue or dispute arising, such issue or dispute shall at the request of either party be referred to the senior manager.
- 11.2 In the event that the issue or dispute is not resolved under the provisions of clause 11.1 above within 28 days of referral to the persons referred to in clause 11.1 above (or such longer period agreed in writing), then the parties agree to attempt in good faith to resolve the issue or dispute promptly through mediation in accordance with the CEDR mediation process.