



## Terms and Conditions of Engagement

1. Please read the terms and conditions below and the 'How it works' and 'On-Set Etiquette Guide' documents (found on the MFS website home page) as together they form the binding contract between you (referred to as "you" or "your") and Military Film Services Limited (referred to as "MFS" or "we" or "us" or "our").
2. By submitting your application to be registered as an artiste with Military Film Services you agree to be bound by this contract. Please contact us if you have any questions regarding these Terms and Conditions.
3. We may update guides and documents so please check them regularly.
4. If you are ex and/or serving or territorial or reservist military personnel, you are asked to uphold all the core values of the military on all productions representing Military Film Services Ltd. Our reputation as a provider of trained and experienced personnel is carried by you. As ex and/or serving military personnel you may still be bound by the Official Secrets Act - if this is the case it is your responsibility to act within the bounds of the Act at all times and Military Film Services Ltd cannot be held responsible for personnel to be found in breach of them. Military Film Services Ltd has not, and will not, ask anything of the extras and/or advisors to compromise national security – it is your responsibility to ensure your work on the various productions does not allow this to happen.
5. By making an application:
  - You agree to be bound by this contract
  - You agree that you are legally entitled to work in the UK. A copy of your passport or proof of identity will be required on registration or taken from you before you are offered work however by accepting these terms and conditions you are confirming you hold a valid personal National Insurance number and confirm the above legal entitlement.
  - You give Military Film Services Ltd consent to hold your personal details (which include those of your physical appearance and ethnicity) on file and to forward any relevant details onto any third party or companies involved in the industry.
  - It is your responsibility to make sure that the bank details, email, phone number and address we have for you are correct, and to inform Military Film Services Ltd of any changes as and when they occur.
  - You confirm there are no known facts that you ought to disclose that could be pertinent to your employment, or likely to cause illness injury or damage to yourself or others. You agree that you are not knowingly allergic to any make-up or prosthetics. It is your responsibility to disclose any food related allergies to production staff whilst involved on MFS jobs.
  - You give authority for Military Film Services Ltd to receive payment from the production company on your behalf. Said payment will be deposited into an MFS client account. After payment has been received by MFS on your behalf - approximately six weeks after you have completed the work assigned and sometimes longer depending on the

production company - MFS will, after making a deduction of 15% commission (plus VAT) as set out in clause 20 below, pay the balance of the payment directly into your bank account by BACS within 10 working days. Please note: we usually only pay by BACS but in some circumstances may pay by company check. A remittance will be emailed to you at the address you have given to us. Please note: We only send remittances by email.

- You give Military Film Services Ltd consent to publish your photograph and vital statistics in our printed casting book and also on our website and any other Military Film Services Ltd material – these may be available to view by any person viewing the website and may not require registration to view. We will not sell or give your personal data away other than as provided under these terms and conditions unless specifically agreed by you.
6. Military Film Services will charge an administration fee which will be deducted from your first pay within a year period. This is to cover payroll setup, admin and 'look book' fees. This amount is currently £40 for 12 months registration. This amount may change, however we will always post current rates on the website and will inform you of any changes. By accepting these terms and conditions you are accepting this booking fee charge.
  7. In most cases HRMC views the extra and/or advisor as self-employed and as such you will be responsible for declaring any tax as is relevant to your personal circumstances. From 6th April 2014 you are also considered self-employed for National Insurance purposes. You will no longer have a Class 1 National Insurance deduction from your payment and you will receive all payments without National Insurance deductions. You will be responsible for paying Class 2 National Insurance and where applicable Class 4 National Insurance which will be payable along with your self assessment income tax. This applies to all payments made to you after 6 April 2014. Under no circumstances are you considered an employee of Military Film Services Ltd.
  8. You are not allowed to take any photographs on any set, or contact any journalist or publication regarding the work you have done on any production or use social media to discuss any elements of your work on the production until such a time as it has been released. Military Film Services will not be held responsible for your breach of this rule.
  9. You are required to comply with any rules and regulations set by the production company. We reserve the right to refuse to give you work, if your behaviour is deemed by Military Film Services Ltd or the production company as unacceptable or inappropriate, or if you misrepresent Military Film Services Ltd in any way, or if your behaviour is deemed unacceptable towards a member of Military Film Services Ltd or any production staff member.
  10. You may terminate this contract at any time by providing us with 30 days written notice. You or we may terminate this contract at any time by serving written notice on the other, if the other is in material or persistent breach of this contract. In both cases, we will immediately cancel all bookings which were due after termination. On expiry or termination we will immediately remove you from our casting book. We will continue to pay you any fees paid by production companies (after deducting our commission) which we receive after termination for bookings you attended prior to termination.
  11. Expiry or termination of this contract will not prejudice any rights or remedies which have arisen under this contract prior to that date.

12. Nothing in this contract is intended to or shall operate to create a contract of employment, partnership or joint venture of any kind between you and us, or to authorise you to act as our agent. You shall not have authority to act in the name or on behalf of or otherwise bind Military Film Services in any way.
13. Military Film Services Ltd will act as your agent and try to find you work as a background artiste with production companies. Military Film Services Ltd will charge you 15% commission (plus VAT) of each interim payment received for each placement found for you and will deduct the commission from payment received from the production company on your behalf. Where you have received payment directly from the production company Military Film Services Ltd may invoice you for any commission owing, which will be a VAT invoice, where appropriate.
14. Whilst working as a background artiste your employment status will be dependent upon the specific contract with the production company; in most cases you will be considered as self-employed for tax purposes and National Insurance purposes. Nothing in this agreement or Terms and Conditions shall render you an employee of Military Film Services Ltd in any way.
15. Military Film Services Ltd cannot pass payment from a production company on to you until the production company has made payment into our client account; this can take up to 3 months and in some cases longer. The average time taken to receive money is between 6-8 weeks.
16. As your agent, we aim to deal with any queries you may have when you are on set. Therefore in this instance it is your responsibility to contact Military Film Services Ltd and not the production company. If there are any safety concerns or risks to health and safety you should immediately contact the appropriate person from production on set.
17. We will send you all the relevant information for filming in writing by email before the filming day. The night before a booking it is your responsibility to reply to your email with your full name, or a text message with your full name. If this is not possible you must phone Military Film Services Ltd the day before you work to be given location and call time details; this is always between 5pm and 6pm. We reserve the right to replace you if you do not reply to or call in for your details. It is your responsibility to get to any location at the call time you are given.
18. Your engagement on any booking is subject to a separate contract with the production company.
19. Some production companies may require you to sign a written contract with them, others may not require any formalities.
20. On Film and TV sets you will be given a salary voucher at the beginning of each filming day. It is your responsibility to keep hold of this and to make sure it is signed at the end of each day by the Assistant Director. The production company may refuse to make payment where this has not been complied with. Where payment is not made by the production company through your negligence or carelessness Military Film Services Ltd reserves the right to charge you a fee of 15% of the value of work.
21. On commercials, photographics, pop promos, corporate videos or any other engagement you might not receive a salary voucher. It is your responsibility to keep a record of times and dates that you worked. If you fail to sign a release form on the day, we reserve the right to sign it on your behalf, to ensure that you get paid.

22. Military Film Services Ltd is not liable for any loss of or damage to any of your personal possessions or personal injury when you are on set. The production company is responsible for taking out personal injury insurance to cover you whilst you are on set.
23. We cannot guarantee you work on any production. We are not obliged to contact you with any work opportunities with production companies. You are not obliged to accept any work offered to you.
24. These Terms and Conditions are relevant to 'Military Film Services Ltd' and not with any production company. You may be required to enter into a separate contract with the production company, which will be between you and the production company only. By ticking or stating that you accept this agreement you are bound by the points above.
25. Nothing in this contract confers any rights or benefits on any person or legal entity other than you or us.
26. All previous verbal or written agreements between you and us are superseded by this contract. Except for the information you provide to us in your application, or otherwise as expressly stated in this contract, neither you nor us have relied upon any statement or representation made by the other in entering into this contract.