

Production Terms & Conditions

1. Definitions

"True Edge Ltd" ("Agency", "we", "us", "our"): A casting agency specialising in providing supporting artists with specialised skills to film and television productions.

"Producer" ("Client", "you", "your"): A person, company, or production entity hiring artists via the Agency.

"Artist": A supporting artist, combat performer, or specialist introduced and supplied by the Agency.

"Engagement": The employment, hire, or use of an Artist by a Producer for any production-related work.

"Assignment": The period during which an Artist performs services for the Producer.

2. Background

- a. The Agency acts as an employment agent under the Employment Agencies Act 1973 and The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- b. The Producer seeks to engage Artists through the Agency for film, television, and commercial productions.
- c. The Agency provides Producers with access to a roster of verified, trained combat specialists and facilitates payroll processing.

3. Booking Artists

- a. The Producer contracts Artists as self-employed workers under a contract for services. The Agency acts solely as an agent.
- b. The Producer must ensure compliance with all employment laws, including holding valid Employer's Liability Insurance.
- c. The Producer is responsible for verifying an Artist's right to work in the UK. The Agency provides supporting documentation but does not warrant its accuracy.
- d. The Producer must provide a safe working environment and comply with all health and safety regulations, including risk assessments when required.
- e. The Producer may communicate with Artists directly for work-related discussions but must not misrepresent themselves as a representative of the Agency.

4. Fee's, Cancellations & Payments

- a. Engagements are subject to standard daily rates based on the Agency's rate card, with additional fees where applicable.
- b. A cancellation fee equal to a full daily rate applies for cancellations within 24 hours of the scheduled work.

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- c. If an Artist is late, unfit for work, or otherwise unsuitable, the Producer may request a replacement. The Agency will make reasonable efforts to provide a substitute.
- d. If an Artist is required to take on the role of a stunt performer, the consent of the Agency, Producer, and Stunt Coordinator (if applicable) is required, along with an appropriate Equity/PACT contract.
- e. The Producer must report all hours worked, supplementary fees, and agreed payments to the Agency promptly.
- f. The Agency exclusively collects payments on behalf of Artists. Payments made directly to Artists do not discharge the Producer's obligations.
- g. Payments must be made within 14 days of the invoice date. Late payments may incur additional fees and interest.

5. Marketing & Credits

- a. The Producer agrees to provide a screen credit where applicable, acknowledging "Action Extra Casting: True Edge Ltd" or "SPACT Casting: True Edge Ltd"
- b. Upon the release of the production, the Agency and its Artists may reference their involvement and use provided promotional material for marketing purposes, in accordance with the Data Protection Act 2018.

6. Liability & Indemnity

- a. The Agency is not liable for any loss, injury, damage, or delay resulting from the Producer's engagement of Artists, except in cases of gross negligence.
- b. The Producer is responsible for verifying the Artist's capabilities, including proficiency in combat skills and fitness for assigned roles.
- c. The Producer shall indemnify and hold harmless the Agency from and against all claims, damages, losses, and liabilities arising from the Producer's engagement and use of Artists.
- d. The Agency shall not be responsible for any acts or omissions of the Artists, including but not limited to negligence, misconduct, or failure to perform.
- e. The Producer is responsible for securing and maintaining insurance coverage for all liabilities, including but not limited to public liability and employer's liability, in connection with the use of Artists.
- f. Neither party shall be liable for any indirect, incidental, or consequential damages, including loss of profit or business interruption.
- g. Indemnity: The Producer shall indemnify and defend the Agency, its directors, officers, employees, and agents against any and all claims, liabilities, damages, and costs (including reasonable legal fees) arising from:
 - i. Any injuries, death, or property damage resulting from the Producer's use of Artists.
 - ii. Any claims from Artists regarding non-payment or workplace issues under the Producer's control.
 - iii. Any failure by the Producer to comply with applicable laws and safety standards.

7. Force Majeure

- a. Neither party shall be liable for any failure or delay in performing obligations due to events beyond their reasonable control, including but not limited to natural disasters, acts of war, strikes, government restrictions, cyberattacks, or pandemics.
- b. If an event of force majeure continues for more than 30 days, either party may terminate the agreement with written notice.

8. Electronic Contracting

- a. The Agency and Producer agree that contracts, agreements, and communications may be executed and delivered electronically.
- b. Electronic signatures, including digital approvals, shall be considered valid and legally binding under the Electronic Communications Act 2000.
- c. The Agency shall maintain a record of electronically signed agreements and provide copies upon request.
- d. The Producer acknowledges that electronic contracting ensures efficiency and agrees that no contract shall be denied legal effect solely due to its electronic format.

9. Dispute Resolution

- a. If a dispute arises under this Agreement that cannot be resolved amicably, the parties agree to first attempt mediation through a mutually agreed professional mediation service.
- b. If mediation fails to resolve the dispute within 30 days, either party may refer the matter to binding arbitration in accordance with the Arbitration Act 1996.
- c. Arbitration shall take place in London, England, and the arbitrator's decision shall be final and legally binding on both parties.
- d. Each party shall bear its own legal costs related to dispute resolution unless otherwise awarded by the arbitrator.

10. General

- a. This agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
- b. Amendments to these terms must be agreed upon in writing by both parties.