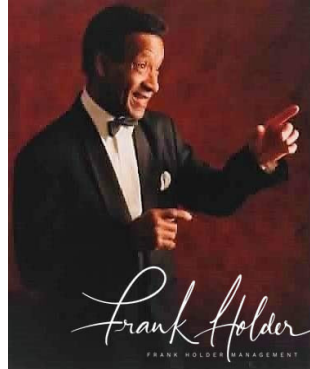




ACTOR - FHM CONTRACT



ABOUT US

Frank Holder Management was set up in 2019, in memory of the late Frank Holder, who was an amazing Guyanese vocalist and percussionist. [https://en.wikipedia.org/wiki/Frank_Holder_\(musician\)](https://en.wikipedia.org/wiki/Frank_Holder_(musician)).

FHM have had great success over the years in all areas of the industry, we specialise in all areas because there is a place for everyone in the Performing Arts industry. The FHM Team aim to get to know you well and strive to find a variety of different projects which suit each individual artiste on our books. We are always here to support and advise you, we understand that when you first look to join or change an agency, you may not know exactly what to look for in an Agent or the kind of support you will receive. Artistes never have to worry about support with FHM because we ensure that we are available to all our performers, especially when they need an extra boost or encouragement to keep on following their dreams and aspirations.

FHM Team

We are pleased to inform you that Frank Holder Management have grown from strength to strength, we are more in demand as we have become very popular with Casting Directors and Companies. With success comes growth and due to a constant demand, we have expanded our team, this is to ensure that although we are extremely busy, we want to continue to provide a personalised service to every talented person on our books!

Members of the FHM Team have been chosen for several reasons, they are dedicated and passionate people who work with each individual artiste to provide support, feedback and encouragement, helping them to develop their skills and reach their full potential. The FHM Team acts as a sounding board, offering guidance and sharing their own experiences to help the performer navigate the challenges of their career. Each FHM Agent will scout the talent that they would like to represent and they are supported by their Agent alongside Desirée who is the founder of the agency.

FHM Talent

Frank Holder Management represent Actors, Dancers, Singers, Models, Voice Over Specialists, Unique Talent and Supporting Artistes of all ages and experience. The FHM Team provide a **stepping stone** into the industry and are regularly in direct contact with Casting Directors, Producers and well-known companies. We aim to do our absolute best to provide our talent with as many casting opportunities as we can.

FHM Graduates and Unrepresented Performers

Finding work in the performing arts sector can seem impossibly competitive, so much so that many potential performers give up on their dreams before they have even begun. The FHM Team comprise of very experienced members of an amazing team who will help guide you on your journey. Everybody needs to start somewhere and Frank Holder Management have an interest in helping experienced performers, as well as graduates and unrepresented performers as we appreciate how hard it is to even get started.

FHM Real People

Casting Directors and Producers are often seeking a diverse range of real people; this includes families of all generations and also close friends from across the UK and abroad. These "Real People" need to represent the different generations, races, and dynamics that everyone and anyone can relate to. They should feel like a real blend of modern Britain, it's important that they feel natural and comfortable in front of the camera. FHM are always on the lookout for real people to add to their books as the demand for "Real People" for commercials has grown over the years.

FHM Diversity

FHM has been set up in memory of our patron "**Frank Holder**" one of the first black musicians to travel over to the UK with the RAF from Guyana in pursuit of a career in singing and entertainment. In the 1940s Frank started paving the way for many other black artistes, it was very hard back then, but he was determined to succeed and became an established singer/entertainer travelling all over the world. This agency aims to continue his dream by ensuring that we are a very diverse agency, providing a platform for different nationalities, cultures, races, religions and supporting LGBTQ+. It is important to us that individuals from all walks of life can use their talents to shine across the UK and abroad.

FRANK HOLDER MANAGEMENT

ACTORS CONTRACT

FRANK HOLDER MANAGEMENT

Desirée & Mariah Collins

124 City Road, London, EC1V 2NX

Tel: 07341 710 695

Email: agency@frankholdermanagement.com

Accounts: office.frankholdermgmt@gmail.com

Web: www.frankholdermanagement.com



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REPRESENTATION WITH FRANK HOLDER MANAGEMENT

All talent is scouted and interviewed by a member of the FHM Team, if you are offered representation then you will then need to agree to the Terms and Conditions written in this Contract.

By submitting electronically the **Registration Form** through FHM's website, you are confirming that you have **downloaded, read, understood and agreed to the Terms & Conditions of the "Actors Contract."**

Once you have submitted your registration, this forms the binding contract with Frank Holder Management and you will be **sent a copy of this to place alongside the copy of the contract** which you have downloaded. **Please contact us immediately** if you do not receive a copy of your registration.

You must provide complete and accurate responses to all the information requested on **the Registration Form**, it is important that by registering and making this application:-

- *You agree to be bound by this contract and to comply with the instructions given to you by any member of Frank Holder Management.*
- *You confirm that you are legally entitled to work in the UK and abroad, and will provide us with a copy of your current passport upon application.*
- *You agree that you don't have any unspent criminal convictions and that you will provide a current DBS check upon application.*
- *You agree to co-operate with any request from any production company to obtain another criminal records check.*
- *You agree that either you are not knowingly allergic to any make-up or prosthetics, or you have informed us in writing.*
- *You confirm that there are no material facts which you consider ought to be disclosed and could be pertinent to our engagement, or likely to cause illness, injury or damage to yourself or others, or you have informed us in writing of such facts.*

Please read these Terms & Conditions carefully, as together they form the binding contract (referred to as this "contract" between you (referred to as "you", "your" or "Artiste" "performer" "talent" and Frank Holder Management (referred to as "Frank Holder Management" or "FHM" or "we", "us" or "our")

Expressions of Business - Frank Holder Management

1. The following expressions shall have the following meanings:

- 1.1 "Agent", "Agency", "FHM" and "FHM Team" means Frank Holder Management
- 1.2 "Artiste" "Performer" "Talent" means the person who is seeking an Assignment and accepts the Agent's Offer of Representation.
- 1.3 "Client" "Production Company" "Casting Director" means any third party, individual, partnership, company or other organisation or entity which contracts with the Agent with a view to procuring the services of the "Artiste" in respect of an Assignment or Project.
- 1.4 "Assignment" "Project" means any Booking/Job/Services requested by a Client, Production Company or Casting Director in connection with any form of advertising, entertainment, leisure, marketing or public relations activities that it is proposed that the "Artiste" undertakes;
- 1.5 "Offer of Representation" means an offer made to an "Artiste" by the "Agent" to represent the "Artiste" for the "Term", subject at all times to the Terms and Conditions stated in this contract with a view to securing Assignments with "Clients";
- 1.6 "Term" means the duration of the Assignment/Project as accepted by the "Artiste" and agreed between the "Artiste" and the "Agent".
- 1.7 "Representation" means the representation provided by the "Agent" to the "Artiste" upon acceptance of the Offer of Representation and these Terms and Conditions;
- 1.8 "Terms and Conditions" means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing between the "Agent" and "Artiste";
- 1.9 "Fees" means the sums due to the "Artiste" from a "Client" in respect of an "Assignment" or "Project";
- 1.10 "Agreement" means the contract between the "Agent" and the "Artiste" for agency services incorporating these "Terms and Conditions";
- 1.11 "Artiste's Image and videos" includes any reproductions, or adaptations of, or drawings derived from that image or video, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings, videos or material of any other nature including electronic imaging for all known or anticipated purposes;
- 1.12 "Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 1.13 "Open Call" any audition that you register and attend on the day having asked your "Agent" if you are able to attend.
- 1.14 "SVOD" means the distribution, exhibition, or transmission of audiovisual content via an internet-based service where users pay a periodic, recurring subscription fee for unlimited on-demand access to a library of content. This model includes services such as Netflix or Disney+
- 1.15 "Rolling Contract" means no Expiry Date: It keeps going indefinitely without needing you to sign a new agreement.
- 1.16 "Sunset Clause" means a provision that acts as a structured phase-out mechanism for post-term commissions.

FRANK HOLDER MANAGEMENT

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1.17 "Sliding Scale" this protects the Artistes take-home pay on low-earning projects and appropriately compensates agents for high-stakes contract negotiations on major television networks or commercials. Instead of a rigid, flat-rate commission fee across all jobs, the rate "slides" dynamically.

1.18 "Notice Period" means either party can cancel the contract by giving the required amount of warning.

1.19 "End of Representation" means the professional contract and working relationship between the artiste and Frank Holder Management has officially finished.

2. GENERAL

2.1 These Terms and Conditions shall apply to the Agreement for Representation from the date the registration form is submitted through Frank Holder Management's website.

2.2, This is a rolling contract and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing between the Artiste and the Agent.

2.3 Please read the Terms & Conditions below carefully once you register and submit your registration, together they form the binding contract between you, the "Artiste" and us, the "Agent".

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled, by virtue of any statute, law or regulation.

2.5 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the parties.

2.6 The Agent is acting in the capacity of an employment agency.

3 OFFER OF REPRESENTATION

3.1 The Offer of Representation is attached to these Terms and Conditions.

3.2 The Offer of Representation shall remain valid for acceptance.

3.3 The Offer of Representation must be accepted by the Artiste in its **entirety**.

3.4 The Offer of Representation is held from the date of submitting the registration form through FHM's website, this is a **rolling contract** with no fixed end date, the contract automatically renews every year until one party gives notice to end representation.

4 APPOINTMENT

4.1 The Agent shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973.

4.2 The Agent will, subject to the Artiste's acceptance of its Offer of Representation and these Terms and Conditions, act as the Artiste's Agent and provide Representation to negotiate and conclude agreements with Clients in respect of Assignments/Projects/Bookings/Jobs.

4.3 The Artiste appoints the Agent as a **Sole and Exclusive Agent** and is **not permitted** to contract, negotiate or register with other Agents unless Frank Holder Management give their consent. Please see the clause in the body of the contract named **ADDITIONAL AGENTS**.

4.4 The Artiste grants the Agent sole authority on behalf of the Artiste to collect and receive all **gross income** arising out of any Assignment undertaken by the Artiste **during the Term of the Assignment/Project and any extended or open-ended Assignment/Project**.

5 PAYMENT OF FEES

5.1 Further to Condition 4.4 above, the **Agent will collect** from the Client all **gross income** in respect of an Assignment/Project.

5.2 The Agent will **deduct any commission** from the **gross income** received if appropriate and the Artiste will receive the remainder of the Fees.

5.3 The Agent will **still be entitled to commission** if at the end of the Assignment/Project an Artiste is offered another Assignment by the same Client/Production Company or the Assignment/Project is extended or open ended, please refer to the "Sunset Clause" and "Sliding Scale"

5.4 If the Artiste ends representation, the Artiste must adhere to the "Sunset Clause" and "Sliding Scale" in terms of further commission payments. The Artiste **cannot end representation to avoid paying the Agent commission after being offered an Assignment/Project, this would not be professional**.

5.5 The Artiste understands and agrees that they **must liaise with the Agent** should they be offered any extra days, roles or duties, a bonus or further agreements whilst they are working for the Client. **Any additional fees/bonuses, new Assignments/Projects** must be discussed with the Agent and any additional fees are still subject to having **commission deducted by the Agent**.

5.6 With regards to **rehearsals** Agency commission **will not be taken from the Equity Minimum portion of per diem or out-of-town expense money**. However, commission **will be taken** for rehearsal payment if it is **over** the Equity Minimum portion of per diem or out-of-town expense money.

5.7 The Agent will, pursuant to the Regulations, send the Artiste payment of the Fees **as soon as they are received by the Agent**, however, legally the Agent has up to **28 days beginning with the day the gross income was received** by the Agent.

5.8 Any Fees held by the Agent are held as trustee for the Artiste and the **Agent shall honour** all of the Artiste's rights in respect of those Fees as set out in the Regulations.



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5.9 The Artiste hereby acknowledges that there are **no upfront fees**, and **no charges** to join and register with the agency.

5.10 The Agent is **not obligated** to pay Artiste fees prior to payment by the client. The client may take an indefinite period to pay but is requested to make payment normally **within 30 days of invoice**.

5.11 The Agent **will not be liable** for any outstanding fees to the Artiste in the event of indefinite delayed payment by the client for whatever reason.

5.12 The Artiste is **self-employed** and personally responsible for the payment of income tax, National Insurance contributions and other statutory deductions and where appropriate value added tax. The Agency **will not be responsible** for any Artiste's failure to complete any of the above mentioned.

5.13 An Artiste **must inform and discuss** with the Agent beforehand any intention to attend any open calls, auditions or sending their materials to any client or Casting Director. If an Artiste accepts an assignment or extension directly from a client, the Artiste must inform the Agent **immediately** by email with all details and shall be liable to pay the Agent **full commission** of the fee which the Artiste receives unless the Agent says otherwise. The ending of representation process **still applies** to open calls and auditions or sending off Spotlight CVs, self-tapes and showreels.

6 ARTISTE'S OBLIGATIONS

6.1 The Artiste shall, **at all times**, act in a professional and courteous manner and shall attend all Assignments/Projects on time.

6.2 The Artiste shall carry out **every Assignment/Project** to the best standard of ability and skill.

6.3 The Artiste shall **comply with all rules and regulations** relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where an Assignment/Project is being conducted.

6.4 The Artiste shall **keep the Agent informed** of any significant changes in appearance to include, but not limited to, notification of any change of hair style or colour, weight loss or gain or the addition of any tattoo or any other visible feature such as a piercing. This is only to ensure that you meet the Casting Directors description of appearance.

6.5 The Artiste **shall not without the consent in writing** of a duly authorised representative of the Agent expose, reveal or make public any information in connection with the business of the Agent or these Terms and Conditions, all of which information is to be regarded by the Artiste as of a **strictly confidential nature**.

6.6 The Artiste shall **take all reasonable steps** to be available to attend auditions, send in self-tapes and to work regularly on Assignments but acknowledges that the Agent **cannot guarantee** that such Assignments can be secured and has made no representations to this effect.

6.7 The Artiste **consents for the Agent** to use any relevant photographs, images, showreels or other information relating to the Artiste to secure Assignments.

6.8 The Artiste **must seek permission from the Client/Company first** if they wish to upload any photographs or video footage to social media. The Agent will also ensure that they seek permission from the Client/Company before uploading any photographs or video footage to social media in connection with the assignment.

6.9 The Artiste hereby acknowledges that **nothing** in these Terms and Conditions, nor any conduct of the parties, shall create or be deemed to create or imply the relationship of employer and employee between the Agent and the Artiste.

6.10 The Artiste on being given the contract by the Agent, **must complete the Assignment/Project in full** for the contracted fee otherwise the Artiste will be liable for any losses incurred.

6.11 The Artiste must give at **least 7 working days' notice** to the agency to withdraw from an **Assignment/Project**, which has been booked by a client. The **Artiste shall be liable** for any extra costs that have been incurred by the Agent, the client or other Artiste's as a result or failure to comply with condition 6. It is the **Artiste's responsibility** to be available for the duration of the Assignment/Project. If an Artiste fails to complete an Assignment/Project for any reason other than illness (to be evidenced by a medical certificate) then the Artiste may be **liable to pay for costs or losses incurred**.

6.12 An Artiste **must inform and discuss** with the Agent any intention to attend any open calls, auditions or sending their materials to any Client/Company/Individual. If an Artiste accepts an assignment directly from a Client, the Artiste must inform the Agent **immediately** by email with all details and shall be liable to pay the Agent **full commission** of the fee which the Artiste receives unless the Agent says otherwise.

6.13 The Artiste will not at any time **during any Assignment directly or indirectly interfere with, solicit or entice any** of the Agencies Clients/Companies or Individuals with whom the Artiste were booked.

6.14 For television, film, commercials and voiceovers, if an Actor is in an Assignment they can end representation, however, if at the end of the Assignment they are offered an extension or another assignment with the same Company or production, then they will need to adhere to the "Sunset Clause" and the "Sliding Scale" written in the contract. This outlines how the commission will be phased out should an actor end representation.

6.15 For stage, an actor can end representation, however, they will not be able to return to said Company within one year from the date they ended representation, if they do then Frank Holder Management would still be entitled to commission. E.g. Cruises, Immersive, Resorts, pantomime

6.15 The Artiste **cannot end representation to avoid paying commission**, this would not be professional.

6.16 In the event of the Artiste being in breach of this clause, the **Agency will seek legal advice and will be entitled to recover commission from you**.

6.17 The Artiste must **immediately** notify the Agency of any **direct offer of employment** for whom the Artiste has already carried out an assignment.



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- 6.18 The Artiste must **always send all contracts** to the Agent before accepting, signing or returning said contract to the Client.
- 6.19 The Artiste shall **complete their Spotlight details in full** and ensure that they keep their **Spotlight up to date**.
- 6.20 The **Artiste shall ensure** that they produce showreels of an excellent quality and that these are updated as and when necessary. They must have **all** their showreels on Spotlight, otherwise the Agent will not be in a position to push them for the relevant castings.
- 6.21 The **Artiste will ensure** that they complete their Tagmin details in full and ensure that they keep these up to date.
- 6.22 It is important that the Artiste has a **valid DBS Certificate** when working with children.
- 6.23 The **Artiste will ensure** that they have an up-to-date **DBS (if required), a passport or right to work document** and send a copy of these documents into the Agent when requested.
- 6.24 The Artiste will need to **pay for any extra requirements** needed to work i.e. STCW Visa, Medicals etc.
- 6.25 The Artiste **must complete** and return the End of Representation Form if they wish to end representation, giving **four weeks' notice**. The End of Representation Form must be completed **in full and termination will not be accepted without receiving this form**.
- 6.26 If commission is still owing to Frank Holder Management then the Artiste will be asked to complete the End of Representation form, and a **Commission Agreement**, agreeing to continuing to pay commission until the assignment ends.

7. AGENTS OBLIGATIONS

- 7.1 The Agent shall use **all reasonable endeavours** to secure suitable Assignments for the Artiste.
- 7.2 The Agent **shall provide** the Representation with **skill, care** and in accordance with the **recognised codes of practice and statutory obligations**.
- 7.3 The Agent shall take **all reasonable steps** to ensure Clients and other workers involved in Assignments are **professional and courteous but cannot be held responsible** for the conduct of any third parties.
- 7.4 The Agent confirms that the **only type of work** it will find or seek to find the Artiste will be an Assignment/Project.
- 7.5 The Agent's authority to act on the Artiste's behalf **extends only** to the Agent's attempts to procure Assignments for the Artiste and to represent the Artiste in order to achieve the same, but the Agent has **no authority** to enter into Assignments with Clients on the Artiste's behalf **without the Artiste first having confirmed** to the Agent his/her agreement to so enter (in which case the Artiste has granted the Agent authority to enter into a contract with the Client on his/her behalf), and the Agent has **no authority** to enter into any other contracts with Clients or third parties on behalf of the Artiste.
- 7.6 The Agent **will contact the Artiste and offer a contractual assignment as a conditional verbal description**. Upon accepting, the Artiste is **liable to fulfil this contract in full**. The Agent will supply to the **"Best of Knowledge"** assignment details of the said contract via email. Details such as Time, Location, Date, Restrictions, Wardrobe, Working hours, Artiste's Fee, Usage fee information. Each contract **cannot be applied** to any other offers past or present.
- 7.7 **The Agent** can decide to **terminate this agreement early** and may decide to terminate the Agreement by notice in writing if:
- The Agent feels that a change in Agency would be in their best interests.
 - The Artiste is not adhering to the Terms & Conditions of the Agency
 - The Artiste commits a material breach of these Terms and **Conditions** and, in the case of a breach capable of being remedied, **fails to remedy** it within a reasonable time of being given written notice from the Agent; or
 - The Artiste commits a material breach of these Terms and Conditions which **cannot be remedied** under any circumstances; or
 - The Agent **passes a resolution for winding up** (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - The Agent **ceases to carry on its business** or substantially the whole of its business; or
 - The Agent is **declared insolvent** or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 7.10 Any rights to terminate the Agreement shall be **without prejudice** to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

8 WARRANTY

Both parties **warrant their authority** to enter into this Agreement and have obtained all necessary approvals to do so.

9 LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall **not be liable** for any direct loss or damage suffered by the Artiste or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise.

10. INDEMNITY

The Artiste undertakes to **indemnify and keep fully indemnified** the Agent at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Agent), awards or damages howsoever arising



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directly or indirectly as a result of any breach or non-performance by the Artiste of any of the Artiste's obligations, undertakings or warranties as set out within these Terms and Conditions.

11 GRIEVANCES

12.1 The client has the **right to contact** the Agent with details of any grievances that they feel applicable to that Artiste(s) on that assignment. The client in their discretion may **reduce the payment** of the Artiste's fee.

12. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

13 ASSIGNMENT

The Artiste shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the **prior written consent of the Agent**.

14 THIRD PARTY

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

15 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction **such provision shall be severed** and the **remainder** of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

16 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein **shall not be a waiver** of them or of the right at any time subsequently to enforce all Terms and Conditions.

17 REPRODUCTION RIGHTS

All images and details reproduced in association with the Agent are **supplied by the individual Artiste and/or their associates** and with the **full permission and consent** of the individual artiste/associates. The Agent **cannot be held responsible** for any loss howsoever caused by the Artiste misrepresenting themselves in any way. The artiste/associates are **solely responsible** for obtaining all the necessary **copyright permits** to reproduce their images in association with The Agent. The Agent **cannot be held responsible** whatsoever for any copyright infringements however caused or associated. All images and details reproduced are taken in good faith from the artiste/associates by the Agent.

18 NON-DISCLOSURE OF TRADE SECRETS

The Artiste will **not at any time**, whether during the currency of this agreement or at any time after the termination thereof, **divulge any** information to any person, organisation or other Agency.

19 ENTIRE AGREEMENT

These Terms and Conditions **supersede** any previous agreements, arrangements, documents or other undertakings either written or oral.

20 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the **law of England and Scotland** and the parties hereby submit to the exclusive jurisdiction of the English and Scottish courts.



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FRANK HOLDER MANAGEMENT ACTORS CONTRACT

In order to be represented by Frank Holder Management, you must complete the Registration form in full and submit this through Frank Holder Management's website. By submitting your registration this forms a binding contract between you "The Artiste" and us "Frank Holder Management" whereby you are agreeing to the Terms & Conditions of this **Actors Contract** and to be represented by Frank Holder Management.

Remember you are signing a rolling contract, this is an agreement that is valid from your date of registration that automatically renews at the end of each year until one party ends representation.

By registering with Frank Holder Management, you have **viewed, read and downloaded a copy** of this contract for your own records. You will receive a copy of your completed registration form to keep together with your copy of this contract.

You must agree to FHMs Terms & Conditions in its entirety and provide **complete and accurate responses** to all the information requested on the registration form and once registered, on your Spotlight and Tagmin Account.

If there is **anything** you **do not** understand in these Terms & Conditions, then please contact us and we will be happy to explain them to you.

Spotlight

It is the **requirement and condition** of Frank Holder Management that all artistes are registered with Spotlight. **Spotlight** is the main portal where Casting Directors look for clients. Artistes can only become a member of this reputable platform if they are either young performers, graduating or that they are recommended by a Spotlight Registered Agent such as Frank Holder Management. Casting professionals choose Spotlight to cast their projects because performers on Spotlight are recognised as the industry's best. If you are not already a member, artistes can apply directly to join Spotlight if you meet their criteria or Frank Holder Management can complete a recommendation form if you are successful during the interview process and have already registered with us.

Please check the website for how much Spotlight charge for membership which is payable directly to Spotlight.

<https://www.spotlight.com>

Once you have registered through our website, you will receive a Welcome Email from us with further details on the next steps, please **add us as an agent** on Spotlight. Artistes will be required to update their own details on Spotlight, including measurements, credits, all show reels and professional portfolio.

Other Casting Platforms

Frank Holder Management are happy for our artistes to use other platforms alongside Spotlight, this is not compulsory but may give you further opportunities and experience. Please do name us as your Agent and let us know which platform you are using, remember to always consult with your Agent should you be successful in obtaining any self-tapes or auditions.

Tagmin

Frank Holder Management pay a fee for their artistes to use Tagmin, you can download the App, we do not charge for this service. Talent Agents use Tagmin to tag together all their admin, streamlining their workflow and linking their world - their talent and contacts - and the assignments that connect them.

Tagmin is the system of choice for both the biggest agencies in the UK and the smallest - and all the other sizes in between! It's comprehensive collection of tools, ease of use and low cost is unrivalled, leading to the majority of agencies now using Tagmin.

Once registered and you appear as an Artiste on FHMs Spotlight List, we will be able to send you an invitation for Tagmin, it is very important to **complete your Tagmin** in full and keep everything up to date.

Other Sources of Work

Frank Holder Management have many direct requests and will also **source projects outside** Spotlight by making direct contacts in the industry, using other Casting Platforms, via the Internet and social media. We are always on the lookout for new projects for our talented artistes and work hard to create new opportunities.

FRANK HOLDER MANAGEMENT

ACTORS CONTRACT

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Making Direct Contact

Frank Holder Management advise **against contacting Casting Directors directly**, they are very busy individuals and get inundated by emails and telephone calls. This could do more harm than good. However if artistes on our books intend on contacting a Casting Director directly, attending open calls, open auditions or send off their material directly, they **must contact us first to ensure that your Agent and the FHM Team are in agreement**. If in agreement, then you must **copy your Agent into any personal emails** that you send so that they are kept in the loop at all times.

Please remember that Frank Holder Management **do allow** their artistes to attend open calls because it gives artistes another chance to be seen, however, please respect the fact that most of these open call auditions could have been sourced by this agency. It is important to remember that Frank Holder Management are more than likely to have pushed you forward for these assignments already, have sourced the same opportunities already, or the FHM Team already have contacts with these Companies and Casting Directors.

Remember, FHM will **still charge commission** if you are successful in obtaining an assignment after attending an open call or sending off your materials and the Sunset Clause and Sliding Scale rules **still apply to offers made after sourcing work yourselves**.

You will find that not every Agent allows their artistes to source work themselves and make contact directly because sometimes it causes problems and disagreements around commission.

Tagmin: You must always add any dates of open calls and auditions that you are attending to Tagmin so that we don't double book

When signing this contract you are agreeing to naming us as your Agent, when you attend any open calls auditions, or sending out your materials. You must provide the agency email address (agency@frankholdermanagement.com), copy us in to any emails, ensure that Companies and Casting Directors always contact FHM to negotiate offers, discuss contracts, when offering extensions and any new contracts. Expect commission to be charged unless we state otherwise.

You may find that some Casting Directors and companies (especially abroad) will not liaise with an Agent, this is because they try to offer much lower fees. If this happens you should discuss the best way forward with your Agent who will advise you. Remember if you still go ahead and liaise with the company directly, you **must** copy your Agent into ALL emails, this will help prevent the company taken advantage of you and your skills.

Frank Holder Management have made some great connections in the industry and many Companies and Casting Directors often contact us directly looking for talent or you may come across them in the audition room or when sending in a self-tape. This is good news for all our artistes as you are **more likely to be selected** when you attend, having an Agent comes across much **more professional** in the industry and Casting Directors have faith that Agents will send through artistes of a very high standard.

NB. Please note as mentioned below under Self-Tapes, this includes sending in your C.V., showreels or providing self-tapes (**this is all part of the audition process**).

When submitting this form, you are agreeing to **always contacting Frank Holder Management** before attending any open calls, auditions or contacting Casting Directors and you understand that **commission will always be charged** unless Frank Holder Management state otherwise.

Additional Agents

Frank Holder Management will agree to their artiste joining another agency **as long as that particular agency does not offer exactly the same opportunities as us**. This is because all reputable agencies belong to Spotlight and the agencies would be submitting clients for the same work. Joining more than one agency causes problems further down the line when an artiste is successful and both agents may be in a position to claim commission.

Frank Holder Management are supportive of their artistes obtaining further work with agencies that **only specialise in certain areas of the industry only** e.g. Voiceovers, Extra Work, Modelling and Commercial Dance.

Frank Holder Management **would appreciate being informed** of any intentions to join other agencies so that we can discuss whether this would be in agreement with us and in your best interests.

Signing these T&Cs mean that you agree and understand that you **must inform** of any intention to join other agencies.



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Remember, that any opportunities should be marked on your Tagmin Calendar to avoid clashing with opportunities that Frank Holder Management have sourced.

Photographs

Artistes are required to have **high resolution, professional up to date photographs**, these may need to be updated every year, especially if there has been a major change in the way you look. Artistes can update their own photographs on Spotlight, however, they **must** use a professional photographer.

Please send us your **favourite professional headshot of your choice** for announcement on social media and ensure that all headshots and body shots are sent over to us by We Transfer www.wetransfer.com to talent.fhm@gmail.com

We may also ask you to send us professional photographs/videos taken whilst working from time to time, this is for our website and social media. Frank Holder Management will **always check** with the Artiste first before posting on social media.

Showreels

Please note, if needed for our website and social media, Frank Holder Management may download these from your Spotlight. Please ensure that you have **excellent** showreels on your Spotlight. These must show all of your talents e.g. acting, vocals, dance, voiceover, accents, languages etc. Frank Holder Management will also check with the Artiste first before posting on social media. FHM **cannot submit you for castings** if you do not have the relevant showreel on your Spotlight.

DBS (criminal record check)

It is important that any artiste represented by us has a current DBS check, **(especially when working with children)**. Once you have registered with us, please apply for one as soon as possible and send in a copy of your certificate. If we do not receive a copy of your DBS we will be unable to submit you for any work that involves children. <https://www.gov.uk/government/organisations/disclosure-and-barring-service>

A DBS is a necessity when you are working with children and advantageous to have as if you are selected for a project, we may be asked to provide a copy, if you do not have one then you may lose out on a project. A DBS can take up to six months to arrive but they do last for 3 years.

Auditions

Fantastic news if a Casting Director/Company expresses an interest in you! Once selected they may request you to audition in person, self-tape or send in your Spotlight Link and showreels. **It is really important** that you proceed as Casting Directors do remember the agency and name of the artiste and if you do not, they may feel that you are unreliable and this could affect your reputation and the reputation of Frank Holder Management. Frank Holder management always try their best to submit you for projects that you are interested in, if you **frequently turn down auditions** this will be considered as a **breach of contract**.

When auditioning always aim to arrive at least **15 minutes earlier**, this will give you plenty of time to find the audition, to catch your breath, to read and prepare anything you may need before you go into the audition.

Please always take your C.V. with you and a professional headshot. Frank Holder Management can provide you with an up-to-date Tagmin C.V. upon request.

You should always have your measurements on Spotlight or written down, in emergencies a **tape measure** comes in handy sometimes and please ensure you have our contact details to hand. Each audition is different, to be enjoyed, to gain experience and to have fun!

Auditions can range from a few minutes to a whole day, so come prepared, well presented, dressed adequately, all dance shoes, dance attire, backing tracks, sheet music, if required and with plenty of food and drink!

Auditions tend to be arranged between **24 hours or within a couple of days**. We will let you know immediately we are given a casting, but sometimes we receive a call late in the evening for an audition the following morning. Theatre and stage show's usually give more notice.

We **cannot guarantee** that we will be able to gain auditions and work for every artiste on our books, however, we can guarantee that we will **make every effort** on behalf of every artiste to push, support and help them stand out and get noticed.

The majority of the auditions are held in **London and Manchester**, casting fees are never paid for TV, film or stage auditions but may be paid for commercials. Artistes will be expected to **pay for their own travel and expenses**. When you arrive at your audition please send us a **quick text** to let us know and after you attend an audition, please feel free to **whatsapp message** us to advise how it went. This is so important



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as sometimes auditions can be very dis-heartening and Frank Holder Management are here to make sure that you feel good about an audition, because not everyone is chosen to self-tape or audition.

Feedback is rarely given after an audition and we are contacted only if given a recall, pencil or an engagement.

Once the artiste has attended an audition, if they should be offered the job, it **MAY NOT** be turned down unless there are **exceptional circumstances**, if auditions are continually refused without good reason, this will be a breach of this contract and you will be taken off our books.

Self-Tapes

Self-tapes are becoming a popular medium in the audition process. Please research tips and read instructions carefully. Your self-tapes must be well thought out and professional, if scripts are provided for any audition type, please treat them with the **privacy and confidentiality** demanded.

Self-tapes should be treated as an audition and are a great way for Casting Directors to have access to an individual when there is limited time, based in another country or to give a clearer idea of what to expect prior to meeting the client in person.

The script (sides) will be provided along with directions which should be read carefully. Filming can be undertaken on any phone and should be of the face and shoulders only and in landscape mode (unless stated otherwise). An introduction by the artiste is always required, stating name, age and Agent. Read in a natural accent unless requested to do otherwise and if there is another character in the script this can be read by the friend or relative and must be off camera. Try to use natural sun/daylight in a bright room and a plain background. Plain wall/sheet or screen. Always start with an ident, unless stated otherwise, the artiste should act/read the lines to the other person off camera and ignore the camera.

Please do not leave your self-tape to the last minute as if we do not approve your self-tape you will need to do this again before the deadline, we cannot always get an extension. If you are asked to self-tape please remember that this is still an audition and must not be turned down unless you have exceptional circumstances.

Do not upload video to You Tube or social media as scripts and self-tapes must be treated as strictly confidential. Completed self-tapes **must** be uploaded to Tagmin for approval by your Agent, **under no circumstances** must you upload your self-tape directly to the Casting Director without asking your Agent first. Sometimes after your Agent has approved your self-tape then you may be provided with the relevant Dropbox. Sometimes you are also asked to upload to You Tube as an unlisted private video. In an emergency your Agent may ask you to upload the self-tape to Tagmin and also send the self-tape to them through Whatsapp.

Please ensure that you use the Frank Holder Management Logo, Title the video with you (the artiste's) name, project and part you are reading for.

<https://youtu.be/9g7KiSWbQSg>

Availability

You must continually update your unavailability on Tagmin, if you do not keep us informed and we must turn down auditions or work because of this, we may consider this to be an unacceptable refusal of work, and we will send you a warning that we may take you off Frank Holder Management's books.

If you have holiday planned you must let your Agent know if you are still happy to self-tape.

Please also update bank details, telephone/mobile number, your address in full and email address when necessary.

Confirmed Professional Booking

Congratulations!! If you are successful in obtaining an assignment, the Casting Directors will contact us to let us know, they should not contact you directly. If this should happen, please tell them to email your Agent and then message us yourself to let us know they have been in touch. Frank Holder Management will negotiate the contract and go through the details with you.

If a Company refuses to liaise with an Agent this is usually a **"Red Flag"**, please ensure that you always discuss contracts with your Agent and if you still wish to go ahead then copy us into any emails, we are your support and want to ensure that the Company is not taking advantage of your skill and talent.

You may get a call from wardrobe a few days before and the call sheet often the night before. Artistes **MUST** be polite **and always listen to instruction** from the Casting Director and anyone else involved in the production.

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When filming or rehearsing the artiste must be quiet and calm on set or in the wings. Mobile phones are a **NO** on set so ensure you turn off or place on silent, **DO NOT** ask for selfies and **NEVER** upload images to social media as this will be in breach of the contract. Also, **DO NOT** announce anything on social media unless you have had permission or been shared by us. An artiste may be pulled out of the job if you do not seek permission. **DO NOT** change your appearance in any way from the time you are booked (such as a haircut) Keep travel receipts in case expenses need to be claimed. All in all, it will be a fabulous experience for you, so please do your best and enjoy your time on the project. Frank Holder Management will always support you whilst on projects.

Payment of Fees

Frank Holder Management prefer payments from Production Companies to be sent to Frank Holder Management directly and money is held for artistes in a **secure separate account** as required by law. Sometimes it can take around 60 days for Production Companies to pay out, please be patience we will endeavour to pay you as soon as we receive payment from the client. For your information, Frank Holder Management have a **Starling Business Account** which is in the name of Mariah Collins, Lead Agent. Please contact the office if you need these details.

Commission

When we receive payment for any artiste, we deduct our commission and pay the artiste the balance.

The commission scale alters depending on the industry sector and budget of the project.

- **Commercials 20% commission – higher due to shorter working hours vs large buyout potential**
- **Film and Television 15% commission - the industry norm for major screen projects.**
- **Theatre 10% to 15% - stage wages are historically lower.**
- **Low Budget Projects 8% to 10% commission – reduced voluntarily by Frank Holder Management to ensure the Actor takes home a viable wage.**

Commission is payable to FHM on the **gross rate** paid on any assignments and processed directly through our agency (unless we state otherwise and this is entirely at this Agencies discretion).

Commission **is payable on rehearsals**; however, Agency Commission **will not** be taken from the Equity Minimum portion of per diem out-of-town expenses. If the rehearsal payment is **higher**, commission will only be taken on the **higher portion** of the per diem.

Commission is payable on any **extra income** that arises from working with the Client, including and not limited to overtime, extra hours, bonuses, additional duties, additional roles (e.g.extra duties/roles/over-time) etc.

Production Companies often take a long time to make payments to artistes - this can sometimes be six months or more. We invoice if required to do so and chase payments as much as possible, but Frank Holder Management accept **no responsibility** for non-payment of fees due from any Production Company or any Casting Agent.

Commission Agreement

Sometimes Companies prefer to pay directly, when this happens we will draw up a **Commission Agreement** before the contract begins and you will need to send in your wage slip/remittance advice regularly. This Commission Agreement will state the fee that is stated in the contract, however, if you are paid any bonuses or extra payments for any reason then commission **will be charged on these also**.

Please ensure that you send in your **Wage/Slip** and **not** a screenshot of your bank payment as this would not be the gross amount due. On receipt of this, Frank Holder Management will send you an invoice, this must be paid promptly and if there is any delay you may incur a **5% late payment charge on every late invoice for administration costs**. Failure to keep to the agreement and Terms & Conditions may result in **legal action being taken**.

Please note that although the Commission Agreement may state the fee due each month, commission will be charged on the **total gross fee received**, which could be higher should you **incur any extra income**.

Bank Details

Artistes must have their own bank or building society account and money will be paid directly to the artiste.

Please update your Tagmin with your **bank details** along with your **National Insurance Number and Unique Reference Number**

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POST-TERMINATION COMMISSION

SUNSET CLAUSE RIDER. Please read carefully..... In the entertainment and creator industries a “**sunset clause**” is a contract rule that decides how money your former agent gets paid **after you stop working together**. When you part ways with an agency, they don’t immediately stop earning money from you. The sunset clause creates a **fair, gradual wind-down period** so you do not have to pay them full commission forever.

THE BIG PICTURE: Why it Exists.

WITH A SUNSET CLAUSE: Frank Holder Management’s payout gradually fades away (like a sunset) until it reaches zero.

“The sunset provision acts as a structured phase-out mechanism for post-term commissions. When you terminate your relationship with Frank Holder Management, the agency remains entitled to commission on “protected projects” – work we actively submitted, negotiated or secured for the Artiste while you are under our management. However, this commission does not last forever; it tapers off over a set timeline until it hits zero. This clause prevents actors from paying commission indefinitely while ensuring that Frank Holder Management is fairly compensated for securing long-term roles”.

This rider forms an integral part of the Terms & Conditions of Business and Representation Agreement between Frank Holder Management and the Artist. It outlines the financial obligations regarding engagements secured during the period of active representation but continuing or extending past the termination of said agreement.

Commission on initial Secured Engagements

When signing this contract you are agreeing that:-

- Frank Holder Management shall remain **entitled to its full standard commission rate** (e.g. 12.5% for theatre or 10% for lower paid assignments) on all gross monies earned, received, or contracted for by the Artiste in respect of any and all engagements secured, negotiated, or substantially initiated by Frank Holder Management during the period of active representation. This entitlement persists for the entire duration of the initial term of the engagement, notwithstanding that the contract for representation may have been terminated by either party prior to the conclusion of the engagement.
- Frank Holder Management shall remain entitled to its full standard commission rate (e.g. 12.5% for theatre or 10% for lower paid assignments) on all gross monies earned and received, should the Artiste end representation and then decide to return to the same client **within that year**. (i.e. from the date of ending representation returns to the same client within one year).
- Frank Holder Management allows their artistes to attend open calls, auditions and submit their Spotlight CVS directly providing they understand that if Frank Holder Management already has a connection with the client, then the Sunset Clause and Sliding Scale also applies to these any assignments procured in this way. **NB contracts should always be negotiated by Frank Holder Management**

Commission on Extensions, Options, and Renewals

Where an engagement originally secured by Frank Holder Management is extended, renewed, or an option is exercised by the Producer or Production Company after the termination of active representation, Frank Holder Management’s commission on gross monies earned from such extension(s) shall be calculated using the following regressive sliding scale.

The Commission Rate typically sunsets over a 1 – 3 year long-stop period.

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Extension Cycle / Period	Commission Percentage Payable	Example (Based on 12.5% Base Rate)
First Extension / Year 1	100% of the standard commission rate	12.5% commission payable
Second Extension / Year 2	50% of the standard commission rate	6.25% commission payable
Third Extension / Year 3	(The Sunset Expiration Point)	Commission ceases entirely.

Extension Cycle / Period	Commission Percentage Payable	Example (Based on 10% Base Rate)
First Extension / Year 1	100% of the standard commission rate	10% commission payable
Second Extension / Year 2	50% of the standard commission rate	5% commission payable
Third Extension / Year 3	(The Sunset Expiration Point)	Commission ceases entirely.

- If whilst under the representation of Frank Holder Management you “The Artiste” signs a contract for a long-term job, like a West End Theatre Show, a national tour, a seasonal booking, that job is **legally tied to Frank Holder Management**, the agent who booked it for you. Frank Holder Management (the former Agent) shall be entitled to **all commissions** due on existing theatre contracts for the **run of the production** and on any contract for the **same production if an extension, reprisal or transfer occurs within twelve months** of the end of the original term agreed by the former agent.
- If the Musical Theatre performer has switched agents and returns to a production in the same role **after twelve months**, then a **sliding scale must be applied**. Frank Holder Management booked the theatre contract, but the new agent will have to now step in to handle the ongoing logistics and contract management. The commission on these extensions **steps down** for Frank Holder Management and **steps up** for the new agent over time.
- **Fairness to the old agent** (Frank Holder Management), they did the heavy lifting to pitch you, secure the audition and negotiate the contract. Agents deserve to be paid for that work.
- **It acknowledges that the fruit of an agent’s labour** often pays out months or years down the line, ensuring a predictable return on their investment in developing talent.
- **Secures Active Representation:** New agents are often hesitant to take on a performer who is locked into a long theatre contract because there is no immediate income. A sliding scale provides the new agent with an immediate financial incentive to manage the performers day-to-day needs during the run and pitch them for their next project.
- **Definition of Extension and Option**

For the purposes of this Contract Agreement, an ‘extension’ or ‘option’ shall include any prolongation, renewal, or replacement contract for the same production, character or engagement, whether in the West End, on tour, or internationally, provided that the Artiste’s hiring is a direct or indirect consequence of the initial procurement by Frank Holder Management.



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Effective Cause and Trailing Administration Duties

The Artiste acknowledges that Frank Holder Management's right to commission survives termination because Frank Holder Management was the 'effective cause' of the booking. Frank Holder Management agrees to continue providing basic administrative tracking and invoicing services for the specific commissions due under this rider during the post-termination period.

Reporting and Transparency

Following the termination of representation, the Artiste or their newly appointed representative shall promptly notify Frank Holder Management in writing of any contract extensions or option exercises relating to engagements covered under this rider, and shall provide copies of executed extension agreements, option notices, wage slips or remittances upon reasonable request.

Actors Repeat Fees (Residuals)

Agents typically receive their standard commission rate on **all of an artistes earnings** including **repeat fees (residuals), for commercial, television and film work.**

There is no "extra" commission rate specifically for repeat fees, the **commission rate remains consistent** with the original contract for the specific assignment.

If in doubt, Actors should be always consulting with their Agent around contracts, fees and commission, as Frank Holder Management are acting as your agent and are responsible for securing the initial engagement and negotiating the terms, including any potential for repeat fees. Commission is payable for this service, regardless of when the income is received.

What happens when ending representation?

The Protected Projects List

- If either party terminates this Agreement, Frank Holder Management will provide the artiste with a written list of all Protected Submissions within 30 days after the termination date.
- This list will include all casting directors, producers, production companies and projects to which Frank Holder Management submitted the artiste during the term of this Agreement. The Artiste agrees that Frank Holder Management remains entitled to commission on any employment contracts resulting from these listed submissions, provided the contract is signed within **3 months** following the termination date.

Commission Due on Film and Television Contracts when representation has ended.

- In the event of ending representation and the Agency Agreement, Frank Holder Management is entitled to collect all monies and to take continuing commission in respect of and in accordance with contracts **previously concluded with and secured on behalf of the Actor** and appropriate commission in respect of contracts **already initiated.**
- Frank Holder Management is entitled to collect all monies and continuing commission in respect of and in accordance with contracts **previously concluded with and on behalf of the Actor** and appropriate commission in relation to contracts with legal standing.

Commission Due on Commercial Contracts when representation has ended.

- In the event of ending representation with Frank Holder Management, Frank Holder Management shall be entitled to all commissions due on any commercial arising directly from a **duly notified submission and negotiation together with commission due on any income directly derived from commercials, cinema, stills usage in the United Kingdom and abroad.**
- If fees for such **additional usage** are negotiated by a **new agent**, then Frank Holder Management shall still be entitled to **100% of the commission arising from such negotiations.**

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- The 'life' of a Television commercial is usually **limited by contract**. If the advertiser wishes to renew the contract and the actor wishes the new agent to re-negotiate the contract, then the new agent shall be entitled to commission only on the **balance between the original fee and the re-negotiated fee** together with commission pro-rata due on any income directly derived there from.
- In the case of a campaign of commercials, the former agent (**Frank Holder Management**) will continue to receive their commission, save for the new agent will receive commission on any **uplift** they negotiate.

SLIDING SCALE. Please **read this carefully.....** This is a standard system that determines how much commission Frank Holder Management will take if you move from one agency to another while you are already working on a job.

Instead of one agent taking all the commission, it is split between Frank Holder Management and the new agent over time.

A Commission Agreement would be drawn up and agreed by both parties, please examples at the end of the contract.

Sliding Scale Table Example A – please see at end of contract.

- If the actor moves agent between seasons and after notice of pick up is confirmed, the former agent is entitled to **100% commission in relation to the relevant series** which has been picked up plus **two subsequent series** with the sliding scale becoming applicable thereafter.

Sliding Scale Table Example B – please see at end of contract.

- In all cases, the new agent will be entitled to **100% of the commission** on any uplift agreed upon as a result of negotiations commenced and concluded during **their** tenure.
- When an optioned series is cancelled and formal notification has been given to that effect, but the series is then picked-up at a later time post-option, or in cases where no options have been negotiated on the series, the former agent is entitled to **75%, for the first outing, 50% or the next, 25% for the next and 10% thereafter in perpetuity.**

Sliding Scale Table Example C – please see at end of contract

- In the event that the former agent submitted the actor for a role but there was an absence of a meeting prior to ending representation, the former agent will be entitled to **100% commission for the first outing or series** but no commission thereafter.
- Commissions due to the former agent arising from repeat fees, overseas sales and other residuals or royalties in connection with the series shall remain **payable to the former agent, in perpetuity.**

Why do these systems exist?

- Fairness to the old agent (Frank Holder Management), they did the heavy lifting to pitch you, secure the audition and negotiate the contract. Agents deserve to be paid for that work.
- It acknowledges that the fruit of an agent's labor often pays out months or years down the line, ensuring a predictable return on their investment in developing talent.
- **Secures Active Representation:** New agents are often hesitant to take on a performer who is locked into a long theatre contract because there is no immediate income. A sliding scale provides the new agent with an immediate financial incentive to manage the performers day-to-day needs during the run and pitch them for their next project.

Your Details and Data Privacy Under the Data Protection Act

Frank Holder Management hold personal information for artistes in a **secure location**. We will use your details only for purposes related to this contract, or as agreed by you or permitted by law, including contacting you with offers of bookings and details of other productions, we are casting for, and about other services related to your bookings.

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If at any time you wish your details to be deleted from our records, please **advise us in writing** and we will remove with immediate effect. You are responsible for the accuracy of all your details you provide to us in your application and keeping your details up to date. You can contact us at any time to update your details.

Registration

You are signing a **rolling contract** which will be valid from the **date of registration** and re-new every year until either party ends representation.

NB If you are a Musical Theatre Actor/Actress then please ensure that you have signed both contracts if you also wish to be submitted for film, television, commercials and voiceovers.

Termination of Contract with FHM

We do hope you enjoy your time with Frank Holder Management, we will always do our best to support you, however, if you no longer wish to be represented by Frank Holder Management, please see the termination procedure outlined below:-

1/. You, the Artiste, can email the office giving **four weeks' notice** to terminate representation, FHM will respond to your email requesting that you complete and return the End of Representation Form which is attached to this contract.

2/. It is a requirement of Frank Holder Management that you can only terminate representation by completing in full, signing and returning the End of representation Form provided. Upon receipt of this form your Agent may want to set up a meeting with you or will respond to your email and of course wish you every success in the future.

Please email your Termination Notice to FHM Accounts & Legal - **office.frankholdermgmt@gmail.com**

- You are entering into a contract by **registering and accepting electronically these Terms & Conditions** through Frank Holder Management's website.
- You are agreeing to having downloaded, read, understood this Actors Contract and **will abide by all the Terms & Conditions of this rolling contract from the date of your Registration.** (Contract is 26 Pages)
- Please ensure that you understand and agree to the section on **Actors Repeat Fees (Residuals, Sunset Clause, Sliding Scales).**
- **It is important that you download this contract for your own records, once registered you will receive a copy of your Registration to keep alongside your downloaded copy of this contract.**

NB Frank Holder Management are entitled to update the Terms & Conditions at any time; however, you will always be informed in writing of any amendments or adjustments and any updates will need to be agreed in writing by **both Frank Holder Management and the Artiste.**

The FHM Team will certainly do their absolute best to support you at all times and may I take this opportunity to wish you every success going forward!



CEO/Head Agent
Frank Holder Management

FHM TEAM
LET'S WORK TOGETHER
FHMAKINGITHAPPEN



ACTOR - FHM CONTRACT

“END OF REPRESENTATION FORM”

(Terms & Conditions of Ending Representation)

Firstly, thank you for choosing Frank Holder Management to represent you, we hope you enjoyed your time with us. Secondly this form has been created to ensure that Frank Holder Management continues to provide an excellent service to their artistes and that all aspects of ending representation have been considered and adhered to.

As stated in your contract, if you wish to end representation you can do so by giving **four weeks notice**, please remember

- if you **haven't fulfilled contracts, extensions or open-ended contracts, whilst being represented by Frank Holder Management**, it is important to know that commission will still need to be paid until you have fully completed the contract that you have been assigned to. Before representation ends, Frank Holder Management will need to draw up a Commission Agreement with you, as the agency will still be entitled to commission.
- It is also important that you fully understand about the “Sunset Clause” and “Sliding Scales”, with commission due on **Negotiations, Actors Repeat Fees, Residuals, Extensions, Transfers, Returning Contracts**.

FHM will only accept forms that are completed in full, signed and returned to office.frankholdermgmt@gmail.com Please address the email to the relevant Agent who will then be in touch if they wish to arrange a meeting to discuss anything further or with a date that representation will end. Please remember that it is not professional to have been offered a Contract and then decide to end representation to avoid paying Commission to your Agent.

Legal Name of Artist Stage Name

Address:-

.....

..... Post Code

Spotlight Pin: FHM Agent:

Reasons for ending representation

.....

What were the good points of being represented by Frank Holder Management?

.....

What didn't work so well for you under representation with Frank Holder Management?

.....

.....

- I (Legal Name) would like to give Frank Holder Management **four weeks' notice** of ending representation from today's date of I understand that I will need to complete a Commission Agreement if I am still in a contract that started whilst under Frank Holder Management.
- With regards to television, film, commercials and voiceovers, I (Legal Name) also understand the Sunset Clause and Sliding Scale written in this Actors contract which refers to commission still payable to Frank Holder Management for **Negotiations, Actors Repeat Fees, Residuals, Extensions, Transfers, Buy Outs, Returning Contracts**.
- I (Legal Name) understand that if having ended representation, within one year, a Company that I had worked with whilst under Frank Holder Management contacts me and directly offers me an extension or a new theatre assignment with the same Company I **must** inform Frank Holder Management **immediately** as I am in full agreement with FHM taking commission. If I do not inform them I would be in **breach of my contract** and Frank Holder Management will have to make a claim for commission through court which would mean I am liable to pay court costs.

Signed: (Name of Artist – your signature)

Printed: (Legal Name)

Date:

OFFICE USE ONLY

Name of Agent

MEETING HELD: YES/NO. DATE:

END OF REPRESENTATION DATE:

FRANK HOLDER MANAGEMENT

ACTORS CONTRACT

FRANK HOLDER MANAGEMENT

Desirée & Mariah Collins

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ACTOR - FHM CONTRACT

COMMISSION SLIDING SCALE

EXAMPLE A

SLIDING SCALE TABLE

EXAMPLE A:

Actor moves during Series 1 or after wrap on Series 1 and before option pick-up date for Series 2

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	In perpetuity
100%	100%	100%	100%				
75%				75%			
50%					50%		
25%						25%	
0%							10% in perpetuity
New Agency % Commission on original fee*							
100%							90% in perpetuity
75%						75%	
50%					50%		
25%				25%			
0%	0	0	0				

***PLUS 100% of any uplift in fee negotiated by new agent**



ACTOR - FHM CONTRACT

COMMISSION SLIDING SCALE

EXAMPLE B

SLIDING SCALE TABLE

EXAMPLE B:

Actor moves after wrap on Series 1 and after option pick-up date for Series 2.

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	In perpetuity
100%	100%	100%	100%	100%				
75%					75%			
50%						50%		
25%							25%	
0%								10% in perpetuity
New Agency % Commission on original fee*								
100%								90% in perpetuity
75%							75%	
50%						50%		
25%					25%			
0%	0	0	0	0				

***PLUS 100% of any uplift in fee negotiated by new agent**



ACTOR - FHM CONTRACT

COMMISSION SLIDING SCALE

EXAMPLE C

SLIDING SCALE TABLE

EXAMPLE C:

No options negotiated by former agent.

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	In perpetuity	In perpetuity	In perpetuity
100%	100%						
75%		75%					
50%			50%				
25%				25%			
0%					10% In perpetuity		
New Agency % Commission on original fee*							
100%					90% in perpetuity		
75%				75%			
50%			50%				
25%		25%					
0%	0						

***PLUS 100% of any uplift in fee negotiated by new agent**