

# Terms and conditions Groen Casting for actors

Apart from these terms and conditions, Groen casting wields separate terms and conditions for its clients.

## General

### *Article 1 terms*

1.1 The description "actor" applies to everyone who has agreed to partake in the proposition of Groen Casting and therefore participates in a performance as actor or voice actor.

1.2 The description "performance" covers amongst other: acting, music production, dancing for a theatre performance, sound-, video- or film recording; for audiences or promotional duties.

1.3 Groen Casting maintains the right to refuse people who have submitted without stating a reason.

### *Article 2 applicability*

2.1 The actor will by applying to Groen Casting, agree to the applicability of these terms and conditions that apply to all mentioned working activities mentioned in the terms and conditions by Groen Casting for actors and all assignments that will derive from these for the actor.

2.2 Deviation from the applied terms and conditions by the actor are under no circumstances applicable regarding the relation to Groen Casting or to clients of Groen Casting unless explicitly agreed upon differently in writing.



2.3 The financial settlement from the actor's working activities falls under the responsibility of Groen Casting's clients. The information of the actor will hereby be handed over to the client. Groen Casting is under no circumstance responsible for the financial settlement of the actor's working activities.

## **Representation by Groen Casting**

### *Article 3 authorisation*

3.1 By registering with Groen Casting, the actor authorises Groen Casting to be put forward to clients and therefore for participating in acting jobs.

3.2 Groen Casting can put the actor forward however not commit to a performance without the actor's agreement.

### *Article 4 accepting of jobs and agreements for (additional) use*

4.1 When an actor is selected for a role, they will verbally or written agree with the by Groen Casting proposed offer. For a performance an agreement between actor and the by Groen Casting named client will be in place. Thereby commits the actor not just to Groen Casting but also to the by Groen Casting mentioned client to carry out the performance at the time, place and in the form and abiding potential financial settlements as agreed upon.

4.2 If in this regard nothing has been established, every performance agreement will involve an contract regarding rights of use in which all user rights and to the fullest extent possible all remaining copyrights, in the broadest sense are handed over to the client.

## **Commitments of the actor toward the client**

### *Article 5 the performing the task correctly and completely.*

5.1 The actor is obliged to perform the task completely as agreed, this means for the full length of the performance.

5.2 Groen Casting will under no circumstance become the client of the actor, nor is Groen Casting accountable for negligence or breach from clients. The actor and Groen Casting have by acceptance of a job by the actor no other legal relation than the already agreed terms and conditions in place.

5.3 In case the actor does not or inadequately fulfils the agreement or expresse their negative opinion on the client in which case an intervention by Groen Casting has



taken place, Groen Casting cannot be held accountable for the damage it might generate for the client aside from intent severe blame.

5.4 Actors are obliged to have a valid third part liability insurance during the (agreed) duties. Actors are additionally required to have a health insurance within the period of their work activities and if applicable required a travel insurance.

5.5 Groen Casting nor towards actors, nor towards clients and third parties responsible for incidents, remaining disablement and passing; on, headed to or from the shooting location and during the filming.

#### *Article 6 personal information*

6.1 By the actor provided personal information and/ or video material (provided by the actor and/ or made by Groen Casting will part of the property of Groencasting as soon as the actor has submitted. Groen Casting will receive the user rights on this material.

6.2 Groen Casting has the right to make the personal information and filmed material available to third parties ( possible client to the actor).

## **FINAL PROVISION**

#### *Article 7 Applicable law*

7.1 All jurisdictions created by or in connection to the terms and conditions of Groen Casting concerning performed duties will be evaluated according to Dutch legislation and will where otherwise provided imperative law, exclusively be put on trial by the qualified judge located in Amsterdam.

